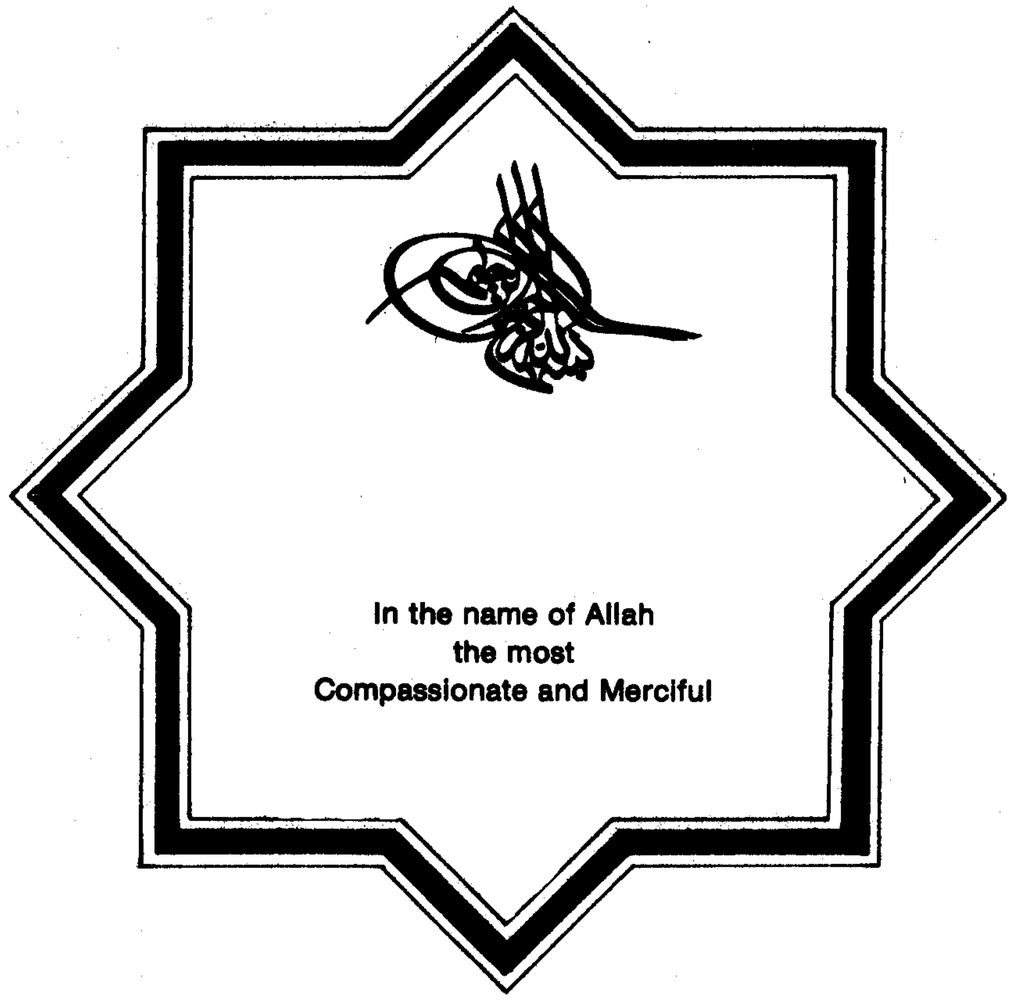

In the name of Allah
the most
Compassionate and Merciful

The Center for the Publication of the U.S. Espionage Den's Documents

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In the name of Allah
the Compassionate, the Merciful

The army of Iran is under U.S. domination, We shall reject this army, and We shall restore it's real role and task of defending the country.

Imam Khomeini (May God bless his soul)

Our army is in a parasitic situation, from the military standpoint of view. An army run by the American army to serve U.S. interests. 45 thousand, 50 thousand, and some claim that 60 thousand American advisors, American freeloaders are presently among us and in our country. They have built for themselves, so many bases. Our country is under military occupation, Americans have taken over our country.

Imam Khomeini (May God bless his soul).

The presence of American advisors is a result of the Iranian regime's anti-islamic and anti-nationalistic policies, and besides putting a heavy financial burden on the nation, They are enjoying such an authority over our army and the country's fate that the honore, And prestige of our army's senior and junior officers have been desecrated. In dealing with those cases, We shall act on the basis of an independent and free policy, void of the (foreign) powers' interventions.

Imam Khomeini (May God bless his soul).

***One of the** things that has to be independent in a country, neither carrying out foreigners' instructions nor allowing for their interferences, is its army. The army's independence allows it to be under the control of its respective nation, preventing foreign interference in its affairs. Independence contradicts affiliation or subjugation. Is the army independent now? Or is it being run by about 45 thousand American advisors.*

Imam Khomeini (May God bless his soul)

The early stages of qajar dynasty's rule was a prelude to the presence of foreign military advisors in the Iranian army. With the ever growing threat of war between Iran and Russia, "Fathali shah Qajar", who was completely blind to international politics, resorted to "Napoleon Bonaparte" for assistance. Napoleon, engaged in a war with the Russian Tsar, dispatched a group of his military advisors headed by general "GARDANE", to Iran. Upon arrival, the group embarked on organizing and training the Iranian army. But as a result of a peace treaty signed by Napoleon and the Tsar of Russia, and the issuance of an ultimatum by Britain, the French military advisors' activities came to an abrupt standstill. Then the British advisors took up the case of training the Iranian troops, carried on for sometimes, but did not go beyond taking preliminary steps.

Later when "Nasser-aldin shah" another Qajar ruler was departing for Europe via Russia, the Russian Cossaks carried out a pompous parade which he reviewed with great interest. As a result he urged the Russian military advisors to assist in the formation of a similar force in Iran. The foolish move born out of caprice, caused the creation of a bunch of troops that left their serious marks on the fate of Iran.

Run and controlled by Russian army officers, the Iranian Cossaks played a determining role at critical junctures of Iran's history. They fought the constitutional revolution, fired their guns at the national consultative assembly, suppressed the mujahidin, and established **the lesser despotic** rule over the nation.

Following the Soviet Union's October Revolution, British military officers came to control Iranian Cossaks, and by setting up **Reza-Khan, a Cossak** officer, prepared the stage

for the 1920 black coup d'etat which was followed by over half a century of western domination and influence over Iran.

In August 19, 1953, a former Cossak officer, and a ranking figure in Iran's new army, "Fadhlollah Zahidi", staged a coup d'etat which laid the corner-stone for 25 years of America's illegitmate domination over the country.

World War II

In September 1941, British and Red armies invaded and occupied Iran. The U.S. had not entered WWII at that time, but in December 1941 when Hitler declared war against it, American armed forces officially joined hands with the Allies.

Iran was chosen as an equipment and arms-supply bridge to U.S.S.R. The Allies used Iranian roads and railway to provied the Soviet forces fighting Hitler's army, with military hardware.

Chaos ruled Iran as a result of its occupation by the Allies, practically leaving the nation's southern roads and railway under the Brithish forces' control, and its Northern section under red army domination. But due to manpower shortage, the British occupiers were not able to utilize Iran's railroad appropriately.

U.S. forces' arrival in Iran

A short while after Iran's occupation by British forces and the red army, the colonial government of Britain, without seeking Iran's consent, called on the U.S. to assist her in providing the Soviets with arms and ammunition through Iranian territory. In response, American president "F. D. ROOSEVELT" urged Britain to leave the Americans with the full responsibility of military hardware transportion to the Soviet Union via Iran. Britain's prime minister "CHURCHIL" welcomed and embraced the idea.

That set the stage for the arrival of the first contingent of American troops called "IRANIAN MILITARY MISSION" in Iran in December 1942. The so-called mission mainly comprised of U.S. army engineers, completely replaced the British by the end of 1942 to carry out munitions supply operation and running the affairs of Iran's railroads in

the South. All of this occurred while neither the government of Iran was kept informed of the case, nor the Shah who had come to power with the Allies' full support.

The "Iranian Military Mission" later took on the title of "The Persian Gulf Service' Command" which changed to Persian Gulf Command" in early 1943, being the sole party responsible for the Iranian railways operation and transportation of arms and ammunition between the Persian Gulf and Tehran. A large number of American troops were involved in the operation on Iranian soil, reportedly reaching 30,000 in January 1943. A case which was based on no agreement signed or even negotiated between the governments of Iran and the U.S.

U.S. British collaboration in Iran

The Tehran-based minister plenipotentiary of Britain "Sir Reader Bulard" was the first person to bring up the issue of the employment of foreign advisors, for the Iranian government (during WWII). Bulard initiated the move in person and on January 4. 1942 urged Iran's premier to employ foreign advisors. On 5 February 1942, he informed his respective foreign office that the Iranian premier had most welcomed the idea.

"Wallace. Murray", a high ranking member of the U.S. Department of state had later commented on the point, saying that the move was of special significance to the U.S. administration as far as its short and long term policies were concerned.

When "Qavam" became Iran's prime minister, he declared close and intimate co-operation with the U.S. as the main principle of his cabinet's policies, and was more than willing to hire American advisors for Iran. Iran's politicians beleived the U.S. to be that same "Third Force" that could back up Iran against Britain and the Soviet Union. They thought the U.S. could not harbore territorial ambitions over Iran becaust it was geograpically very far from the country. More important than that, the dependent and free-mason Iranian statesmen wanted to enjoy the benefits of the United States program of "lend-lease" through the employment of American advisors. On the other hand the Americans had, up to then, left a good image in the world.

The U.S. and Britain's compromise over Iran, to a certain extent exposed the core of the former's policies in relation to Iran, even after the Tehran Conference of 1943, the U.S. decided to effectuate a comprehensive policy with respect to Iran, by consolidating the country's political and economic situation which was of "immeasurable strategic importance" to the U.S. administration. But the application of such a policy called for a complete control or domination over Iran's economic political and military affairs, through which it could bring about all of those developments and changes it deemed fit as far as the nation's political and economic situations were concerned. But America faced a dilemma, since such practices were, until then, meant to be exercised with respect to colonies or semi-colonies, and the United States' traditional foreign policy prevented the application of such controls or policies. This prompted the U.S. government to take hold of those controls indirectly and acheive those illegitimate objectives through the stationing in Iran of American advisors to enable them to control the nation's military, police and economic forces.

"The U.S. Military Mission"

On March 10. 1942, the U.S. government declared Iran eligible for obtaining American assistance through its special "lend-lease" program. Upon the issuance of the United States official statement, Iranian statesmen responded by calling on the U.S. to provide their government with military advisors that could organise the Iranian army and gendarmerie. Iran's Washington-based minister plenipotentiary sent a memo to the state Department on March 20 1942, declaring that Iran was prepared to employ American military advisors for its ministry of War. The state Department very gladly took up the case, considering it would create an opportunity as a result of which it could expand its influence in Iran, thereby securing and guaranteeing its interest throughout the country.

American assistance poured in and far exceeded the extent of the Iranian government's request. Two military missions were dispatched to restructure and renovate Iranian military organization. The first mission was headed by general "John Greely" whose position was later occupied by

"Riedly" another general, and the second group was headed by "H.N Schwarzkopf" a colonel, specifically posted to work on the organizational aspect of Iranian gendarmerie. The two were sent to Tehran on September 2, 1942 to see to it that the country's army and gendarmerie were properly re-organised.

Former police chief of New Jersey, and employee of the Federal Bureau of Investigation (F.B.I), Schwarzkopf began to work as chief of gendarmerie. After several months during which he had evaluated the situation, making unofficial recommendations regarding his activities, Iran and the U.S. launched official negotiations on the mission's legal status.

On November 13, 1943, a contract was signed concerning the mission that was charged with the task of restructring Iranian army, and later became known with the abreviation "ARMISH". Another contract was signed on November 27, 1943 that dealt with the American military group also known as "GENMISH", working with the Iranian gendarmerie. According to the first contract, the Iranian army-based head of the U.S. military mission was authorised to submit to Iran's ministry of war, his recommendations regarding Iranian army officers' recruitment, dismissal, transfer, or even cases of investigations. The second was even more offending, allowing the mission's chief to act on his own as far as the above mentioned points were concerned.

The two military groups' stationing in Iran, added new dimensions to American presence in this country. The reason why the Americans agreed to dispatch their missions to Iran, and the latter's filing of a request was the fact that the U.S. State Department authorities believed they could keep Iran's army under constant watch and surveillance, and prevent any movement that might erupt within its ranks. They could also use Iranian military and police forces to maintain internal order and security needed to facilitate shipment of arms to the Soviet Union, preventing Nazi and communist infiltration into Iran, as well.

The government of Iran also called on the U.S. to dispatch another group of advisors to restructure police forces. In response, the U.S. sent a non-military individual called "L.S. Timmerman", who was to serve in Iran for a

period of two years that began with his arrival in the country. This police expert was charged with the task of restructuring police force's administrative and organizational aspects, the establishment of police academy, structuring the country's prison system, and revewing laws and regulations that dealt with the force. Timmerman was active in Iran between 1942 and 1944, but his sudden death on May 20, 1944, was an end to his mission, with no one else to take up his job.

Another group called "U.S. Military Assistance Advisory Group" or "MAAG" joined the first two missions several years later, which came into being through the signing of the "Mutual Defence Assistance" agreement. While the "ARMISH" group of advisors were "charged with training a foreign government's armed forces", the "MAAG" advisors were to maintain and use those equipments provided to the receipients through the United States Military Assistance Program". The "MAAG" advisors on the other hand, were to render "training assistance" as well, co-operting with "ARMISH" from the adminsitrative point, employing and utilising the personnel of Iran's ground, air and naval forces.

"MAAG" members were responsible with ordering, receiving and delievering military aids to Iranian officials, also co-ordinating the distribution of services rendered, while making sure the equipment and arms were used solely for the purpose stipulated as the main cause of their delivery. "MAAG" and "ARMISH" groups' activities merged when they concerned Iranian army's training courses. Their activities included designing and evaluation of Iranian armed forces' organization and restructuring, reviewing Iranian military academies, training courses, preparing training and drilling courses on the use and maintenance of delivered material, and filing of reports on the efficiency of military aids rendered to Iran. Every year, "MAAG", prepared "country statements" complementing them with special reports, that concerned Iranian army's capabilities, the impact of military aids, and the related comments and evaluations.

The Advisors' Training Role:

The U.S. Had decided to build the Iranian military system after its American model. First by structuring the

military and the officer academies' training system on the basis of the American system, and secondly by dispatching Iranian officers and commissioners to the U.S., to take up training courses and become familiar with American culture. Military advisors played an outstanding role in both cases. The first was completely their responsibility, also playing a determining role as far as the officers' selection for the second was concerned. And when the officers who had completed their training courses in the U.S. returned home, the advisors were charged with the task of providing them with new positions and ranks.

On 1.5. 1948 the first group of Iranian Air Force's commissioned and non-commissioned officers left Iran for the U.S. to attend special tranining courses. Besides those Iranian police officers who were sent to the U.S. for training, by 1947, about 11000 officers and military personnel had completed those coueses. In addition, the U.S. had signed an agreement with the Zionist Regime to get its army to train Iranian officers. And when they returned home, ARMIISH-MAAG was in close contact with them. Mosaddegh's collapse, was one major achievement of this strategy, since the U.S.— educated Iranian officers played a significant role in the affair.

The Revival of Capitulation:

Increased reliance of the shah's regime on the U.S., was tantamount to a rise in the latter's illegitimate demands. In 1962, the U.S. called on Iran to grant its military advisors and their family members, political immunity, so that Iranian courts would not be able to put on trial those that might commit crimes. A superpower was indeed seeking the stablishment of "Capitulation" for its nationals. The pahlavi regime considering the negation of Capitulation as its major accomplishment, was now on a crossroad. It could not, on the one hand, turn down the U.S. request, being also aware, as a result of bitter experiences with Capitulation in Iran's history, that its revival was both an obvious embarassment for the regime, and of dangerous consequences. But it ultimately had to positively respond to its master's call. This was when Imam Khomaini (May God bless his soul) entered the scene again, exposing the pahlavi regime's treason,

through a profound speech he rendered. Finding itself in danger, the regime exiled the Imam into Turkey as its final alternative. But time proved this last choice to be of no benefit to the affiliated pahlavi regime.

The Nomber of Advisors:

U.S. military advisors gradually increased in number between 1942 and 1971, but the rise was not significant. In 1964, U.S. president Nixon declared his doctorine of arming U.S. supported regimes, wich necessitated the sale of further military hardware to such countries including Iran. In the meantime, Britain announced that she was pulling her forces out of the East of the Suez Canal and the Persian Gulf. With the withdrawal of British forces, the shah decided to play the role of the region's police. As a result of oil price hikes, the shah embarked on making huge U.S. arms purchases, following which large numbers of American military advisors poured into the country to teach Iranian military personnel how they could use those arms and equipment.

Military advisors taught Iranians, the sophisticated arms systems application methods, isolating them from technical know-how. Some of the systems, such as the electronic control ones, were not placed even at the disposal of Iranians, and were directly applied by the advisors themselves. Consequently, the Iranian army personnel did not acquire the related knowledge and remained ignorant as far as technicalities were concerned. The advisors, thus, maintained their domination over the army of Iran, and on the economic front, allowed for the employment of a large number of American citizens who were directly paid by the Iranian government.

According to a U.S. senate report, the number of American advisors- 16 thousand in 1972- reached 24 thousand in 1976. The same report had indicated that, as a result of huge American arms furchases, the number of U.S. citizens residing in Iran had to reach 60 thousand by the year 1980, which meant a yearly increase of 10 thousand.

In 1977 the total budget spent on Iranian military personnel was about 140 billion rials (around 2 billion dollars), while money spent on U.S. military advisors based in Iran in that same year, was estimated at 170 billion rials or

about 2.4 billion U.S. dollars. Military agreements signed by the two countries stipulated that Iran was to pay for all such expenses.

Advisors' Interference in Iran's Political Developments.

Despite their consultative role, the U.S. advisors illegitimately interfered in political developments at critical junctures of Iran's history, either changing the course of events, or provoking the army to resist the will of Iran's Muslim nation. The 1952 coup d'etate in Iran, revial of Capitulation, the 1978 army resistance against the Islamic Revolution, are clear examples of those advisors' intervention in the country's internal politics.

In his book titled "Mission To Tehran", general "Huyser" admits, that at the hight of the Islamic Revolution in 1978, American military advisors were particularly active in provoking the army to take up arms against the nation's move. They were specifically active in launching a psychological warfare versus the Islamic Revolution, with their final move being, the coup attempt in winter 1978 headed by chief of advisors general "GAST", which failed, thanks to God almighty, and the prophetic leadership of Imam Khomini (may God bless his soul), culminating in the revolution's victory on February 11 of the same year.

After the Islamic revolution's victory, the provisional government tried to allow for the continued presence of American military advisors in Iran, and even make them more active in Iran's military affairs, yet the decisive approach taken by the nation's leader, closed down the crime and treason riddled case of Iran-based American military advisors*

**Parts of this introduction were taken from the following books:*

1· Iran and the Great Powers in world war II: by Iraj Zowghi ph.d.

2- The U.S. Influence in Iran by Ibrahim Sandjar ph.d.

A series of documents were discovered in the U.S. spy den dealing with the "American military advisory in Iran". The large number of documents, depict the history of Amreican military advisors' presence in Iran right from the begining up to the fourth of November 1979. (They are of course not all the documents relating to this issue, since some were sent out of Iran in the post-Islamic Revolution-victory-era, by Americans). The series would undoubtedly make several books. The first volume includes documents that concern the advisors' arrival in Iran up to the year 1964. This volume has three chapters, each dealing with a specific time frame, which is briefly discussed in a prologue to every chapter.

It is hoped that this series would expose part of America's illegal interference in Iran's army and its internal politics.

Muslem Students Following the Line of the Imam.

Autumn of 1990

CHAPTER I

In the past we considered ourselves incapable of doing anything, We believed our army needed advisors from America or Europe, if it were to become an effective army.

Imam Khomeini (may God bless his soul) Jan. 20. 1980

The first chapter includes 27 documents that cover the period between October 1943 to May 1950. Twenty of them deal with the format and the main texts of agreements signed by Iran and the U.S. on the employment of American military advisors for Iran's army and gendarmerie, as well as amendments to the agreements. The unforetunate fact is that the Iranian government merely signed the agreements that were completely developed by the U.S. to serve its interests in the best possible manner.

Two of the documents deal with the Soviet government's position versus the active presence of American military advisors within the rank and file of the Iranian army, with the remaining five covering negotiations and the context of "Mutual Defence Assistance" agreement between the governments of Iran and America.

Enclosure to Despatch No.504
American Embassy Tehran
September 26, 1947

Translation

LAW AUTHORIZING THE EMPLOYMENT OF A MISSION OF OFFICERS AND NON-COMMISSIONED OFFICERS FROM THE U. S. ARMY FOR THE MINISTRY OF WAR

(Voted on October 24, 1943 (Aban 1, 1322)

Sole Article.- The National Consultative Assembly (Majlis) authorizes the Government to enter into an agreement with the Government of the United States of America and engage a mission of officers, non-commissioned officers and experts from the U.S. Army, the number of officers not to exceed thirty, for the purpose of reforming the administrative affairs of the Army in accordance with the law of Agrab 1301* and with the following terms:

(a) The first officers of this mission are as follows:

Major General C. S. Ridley, Colonel F. G. Dumont, Colonel Thomas E. Mahoney, Lieut. Col. Sogard, Major R.S. Conly, Captain R. Y. Gidwitz (spelling uncertain), Captain R. Y. Sanders. The senior officer of the mission will be the Chief of the Mission and as Military Adviser to the Ministry of War will advise and assist the Minister of War. Other elements of this mission will be engaged according to the provisions of this law as they may be needed by the Ministry of War and upon agreement of both Governments as to choosing them.

(b) The said mission will in principle be engaged for the duration of the war, but the Government will have the right before the expiration of the period, in case it deems it advisable, to cancel their contract and/or extend it for after the war also, upon reaching an agreement with the Government of the United States of America.

(c) The members of the mission will receive their annual salaries in American currency from the Iranian Government in the following amounts:

The Chief of the Mission	$4207
Assistant Chief of the Mission	$3907
All other officers, each	$3757
Enlisted men and experts	$2705

These salaries will be paid in twelve equal monthly instalments and any portion of the monthly salary of any member of the mission who may so request will be payable

in dollars

in dollars in America and the rest in rials (at the official rate) in Iran. The salaries of the members of the mission are exempt from any charges and taxes which are levied now or which may be levied in the future whether by the Government or by administrative or political divisions subordinate to the Government. And if at this time or during the life of the agreement a new tax should be assessed which should apply to the salaries of these members, it should be paid by the Ministry of War in such a manner that the amount of salary allocated to each member should be received by him without deduction.

The round trip traveling expenses of the members of the mission during the war will be paid by the American Government and after the war by Iran in case the contract is extended. In any event if the members of the mission should desire to bring their families to Iran, the traveling expenses of their wives and children will be paid by the Iranian Government.

(d) The Government is authorized to determine and put into effect the limits of powers and duties and other terms of the employment of the elements of the military mission after consultation with the Ministry of War and in concurrence with the Government of the United States of America.

This law consisting of one article was approved by the Majlis on Aban 1, 1322 (October 24, 1943).

* - Translator's Note: (November 15, 1922)
The law of Agrab 23, 1301/ (Agrab is the eighth month of the Persian calendar, now called Aban) is a basic law providing primarily that foreign advisers may be employed only with the approval of the Majlis.

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از .....
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پیوست .....
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ستاد بزرگ ارتشتاران

رونوشت قانون اجازه استخدام هیئتی ازافسران ودرجه داران ارتش کشورهای متحده امریکا
درباره برای وزارتجنگ مصوب اول آبانماه ۱۳۲۲

ماده واحده ــ مجلس شورایملی بدولت اجازه میدهد باانعقاد قراردادی بین دولتین ایران وکشورهای متحده امریکا هیئتی ازافسران ودرجه داران ومتخصصین ارتش کشورهای متحده آمریکا راکه تعداد افسران ان ازسی نفر تجاوز نکند بمنظوراصلاح اموراداری ارتش وبا شرایط زیراستخدام نماید .

ا ــ نخست دسته افسران این هیئت بقرارزیرمیباشند .

سرلشگر سی ریدلی = سرهنگ ل دومان = سرهنگ توماس ا ــ ماهونی = سرهنگ ۲ سوکارد = سرگرد رمس گلی ــ سروان وا ئید ویتس = سروان رمی ساندوس = ارشد افسران ماموریئت سمت ریاست هیئت رادا شته وبعنوان مستشارنظامی وزارتجنگ طرف شورومعاهدت وزیرجنگ خواهد بود ــ بقیه اعضاء این هیئت بتدریج که مورد احتیاج وزارتجنگ واقع شوند ودولتین درانتخاب انان موافقت نمایند طبق مندرجات این قانون استخدام خواهند گردید .

ب ــ استخدام هیئت نامبرده اصولا برای مدت جنگ یااعلام خاتمه وضعیت فوق العاده ملی درکشورهای متحده امریکا خواهد بود ولی دولت حق خواهد داشت قبل ازانقضاء مدت درصورتیکه علاح بداند قرارداد استخدام انها رافسخ ویاباحصول موافقت دولت کشورهای متحده امریکا برای بعدازجنگ نیز تمدید نماید .

ج ــ اعضاء هیئت حقوق سالیانه خود رابه پول رایج کشورهای متحده امریکا بمیزان زیرازدولت ایران دریافت خواهند داشت رئیس هیئت چهارهزارودویست وهفت دلار ــ معاون هیئت سه هزارونهصد وهفت دلار افسران دیگرهیئت هرکدام سه هزاروهفتصد وپنجاه وهفت دلار ــ درجه داران جزووافراد متخصص ۲۷۰ دلار ــ این حقوق باید دوازده قسط مساوی ماهیانه پرداخت گردد وهرمبلغ ازحقوق ماهیانه هریک ازاعضاء هیئت بنابتقاضای اوبدلاردر امریکا وبقیه بریال (بنرخ رسمی) درایران قابل پرداخت خواهد بود حقوق اعضاء هیئت ازهرگونه عوارض ومالیاتی که قبلا یادرآتیه چه از طرف دولت یزه ازطرف تقسیمات اداری یاسیاسی تابعه دولت وضع گردد معاف واگردرایی موقع یادرطی مدت قرارداد مالیات جدیدی هم وضع شود که شامل حقوق این اعضاء گردد بایستی ازطرف وزارتجنگ پرداخت گردد بقسمی که میزان حقوق معینه برای هرعضوی بدون کم وکسر عاید اوشود هزینه سفراعضاء هیئت ازامریکا بایران وبالعکس درمدت جنگ بعهده دولت امریکا وبعدازجنگ درصورت تمدید قرارداد بعهده دولت ایران خواهد بود درهرحال هرگاه اعضای هیئت بخواهند خانواده خود رابایران بیاورند هزینه سفر

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موافقت نامه بین دولت شاهنشاهی ایران و دولت ایالات متحده آمریکا

درباره

برحسب تقاضای دولت شاهنشاهی ایران از دولت ایالات متحده آمریکا رئیس جمهوری ایالات متحده آمریکا اجازه داده است که یکعده از افسران و درجه داران ارتش ایالات متحده و نیروی هوائی و دریائی ایالات متحده بمنظور تشکیل یک هیئت نظامی در ایران طبق شرایط مندرج زیر گماشته شوند .

ماده ۱ ـ هدف این هیئت همکاری با وزارت جنگ و ارتش شاهنشاهی ایران بمنظور بالا بردن قدرت عمل ارتش شاهنشاهی ایران است .

ماده ۲ ـ این قرارداد از تاریخ انقضاء قرارداد فعلیه بموقع اجرا گذارده خواهد شد و تا تاریخ انقضاء آن بطوریکه در ماده ۳ مقرر گردیده بقوت خود باقی است .

ماده ۳ ـ این قرارداد ممکن است بیکی از طرق ذیل پایان یابد :

الف ـ بوسیله هریک از دولتین با اعلام کتبی سه ماه قبل بدولت دیگر .

ب ـ بوسیله هریک از دولتین در صورتیکه آن دولت دچار خصومت داخلی یا خارجی گردد بدون احتیاج برعایت مقررات مندرجه "الف" این ماده .

ج ـ بوسیله ابلاغ رسمی از طرف هریک از دولتین بدولت دیگر در صورتیکه مصالح عمومی آن دولت چنین امری را ایجاب نماید بدون رعایت تشریفات بند "الف" این ماده .

ماده ۴ ـ هیئت مرکب خواهد بود از تعدادی افسر درجه دار و متخصص از ارتش ایالات متحده آمریکا از نیروی زمینی ـ هوائی و دریائی که از حیث عده و انتخاب آنها مورد موافقت وزارت جنگ ایران و وزارت دفاع ـ ایالات متحده آمریکا قرار گیرد و بیش از تعداد افسران ذیل (۳۰) نفر نخواهد بود .

ماده ۵ ـ اعضای هیئت در اداره مستشاری که یکی از اداارات تابعه وزارت جنگ است مشغول خدمت خواهند شد .

سازمان اداره مستشاری با موافقت رئیس هیئت و تصویب وزارت جنگ دولت شاهنشاهی ایران تعیین خواهد شد .

انتصاب اعضاء هیئت در محلهای سازمانی مربوطه در فرمان عمومی ارتش درج خواهد شد .

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(ش ۲)

در دائره

فرزند تحت تکفل بعهده دولت ایران خواهد بود .

د = بدولت اختیار داده میشود بپرسنل وزارت جنگ حدود اختیارات و وظایف و سایر شرایط استخدام اعضاء هیئت نظامی را با موافقت دولتهای متحده امریکا تعیین و بموقع اجرا گذارد .

هـ = سایر شرایط استخدام اعضاء هیئت نظامی بر طبق قانون مصوب ۱۳۰۱ تعیین خواهد شد این قانون کلیه مشتمل بر ۴ ماده است در جلسه اول اسفندماه ۱۳۲۲ بتصویب مجلس شورایملی رسید .

رئیس مجلس شورایملی ـ حسن اسفندیاری

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درباره

تشکیلات نظامی ایران ضرورت پیدا کند افسران ومتصدیان مربوطه درارتش شاهنشاهی ایران بایستی این قبیل بازرسی‌ها راتسهیل نموده ومأمورین وبرنده‌ها وکزارشها ومکاتبات رادرصورت لزوم دردسترس آنها بگذارند اعضای هیئت درامور سری دخالت نخواهند کرد مگر درمواردی که برای اجرای وظائف آنها ضروری باشد وآنهم باتصویب وزارت جنگ باید انجام گیرد

هیچ یک از اعضاء هیئت نمی‌تواند هیچگونه امر سری یا محرمانه راکه ممکن است درمدت خود بعنوان یک عضو هیئت ازآن آگاهی یابد بهیچ دولت خارجی یا هر شخص دیگر راجع بارتش ایران افشاء نسازد . این تعهد پس ازپایان خدمت عضو وهرزمان انقضاء یا لغو این موافقت نامه دمجددا بقوت خود باقی است .

ماده ۱۲ــ برای مسافرتهائیکه بموجب این موافقت نامه برای هریک ازاعضاء هیئت وخانواده وی ازبندر مبدا در ایالات متحده آمریکا تا محل خدمت در ایران وبالعکس لازم باشد هزینه سفر ازکوتاه ترین راهی که معمولا طی میشود بوسیله دولت شاهنشاهی ایران پرداخته میشود . هزینه مزبور برای افسران درجه یک وبرای درجه دارها درجه دو خواهد بود .

ماده ۱۳ــ حقوق اعضای هیئت از کلیه عوارض ومالیات دائی که فعلا یا در آتیه بوسیله ازطرف دولت وجه ازطرف مقامات اداری یا سیاسی تابعه دولت مزبور درخاک وآکوده راینموقع یا در زمان مدت قرارداد مالیات جدیدی هم وضع شود که تامین حقوق اعضاء هیئت بایستی ازطرف وزارت جنگ پرداخت گردد یقسمی که میزان حقوق معهده برای هرعضو بدون کم وکسر باشد خواهد بود .

ماده ۱۴ــ کلیه وسائل وابزار کلیه ادارات مذکور در این قرارداد تحت تکفل میباشد .

ماده ۱۵ــ دولت شاهنشاهی ایران هزینه مربوط بهزینه سفر اعضاء هیئت رادر امور سری مربوط بدولت شاهنشاهی ایران تامین وپرداخت خواهد نمود .

ماده ۱۶ــ علاوه بوسائط ووسائل نقلیه ای که ازطرف دولت ایالات متحده آمریکا در اختیار هیئت گذاشته شده دولت شاهنشاهی ایران درموقع لزوم وسایل نقلیه دیگری (اتومبیل وهواپیما) برای انجام کارهای اداری تامین خواهد نمود ودولت شاهنشاهی ایران یک سوم مجموع مصرف بنزین وروغن وسایل نقلیه متعلق بدولت ایالات

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ماده ۶ــ افسر ارشد هیئت بریاست هیئت منصوب خواهد گردید و سایر اعضاء هیئت بوسیله رئیس هیئت بوظایفی گمارده خواهند شد که درجدول سازمانی ذکر گردید و بتصویب وزارت جنگ دولت شاهنشاهی ایران رسیده باشد یا وظائف دیگری که ممکن است درباره آن بین وزارت جنگ دولت شاهنشاهی ایران ورئیس هیئت توافق گردد .

ماده ۷ــ وظائف هیئت عبارت خواهد بود ازاظهارنظر درباره طرحها ومسائل مربوط بسازمان واصول اداری وروشهای آموزشی درمواردی که وزارت جنگ دولت شاهنشاهی ایران مشورت در این قبیل امور یا ضروری تشخیص دهند وتقدیم پیشنهادات مربوط بامور فوق الذکر . این وظائف متضمن اصول کارستاد بزرگ ارتشتاران وادارات وزارت جنگ درتهران وتشکیلات خارج ازمرکز آن خواهد بود باستثنای طرح های تاکتیکی وسوق الجیشی یا عملیات نظامی علیه یک دشمن خارجی که بوظائف هیئت ارتباط ندارد .

ماده ۸ــ اعضای هیئت فرماندهی یا تصدی امور ستادی در ارتش شاهنشاهی ایران نخواهند داشت لیکن میتوانند تحقیقات وبازرسی های رسمی رابدستور رئیس هیئت یا تصویب وزیر جنگ دولت شاهنشاهی ایران انجام دهند .

ماده ۹ــ هریک ازاعضای هیئت باید درجه ای که درنیروهای متحده آمریکا داراميباشد درایران خدمت خواهد کرد ودرصورت تساوی درجه ومقام حق تقدم با افسران آمریکائی است وازکلیه امتیازاتی که اوفیسران ایران برای افسرانی که در همان درجه ومقام هستند مقرر داشته برخوردار خواهند بود واعضای هیئت بالباس نظامی ارتش ایالات متحده یا نیروی هوائی ودریائی آن ملبس خواهد بود وعلامت مشخصه راکه نشانی خدمت در ارتش شاهنشاهی ایران باشد بر بازو نصب خواهند نمود .

ماده ۱۰ــ اعضاء هیئت درصورت تخلف ازقوانین ومقررات دولت شاهنشاهی ایران ممکن است ازخدمت درارتش شاهنشاهی ایران منفصل شوند - پرداخت هزینه بازگشت عضو مزبور به ایالات متحده آمریکا بعهده دولت شاهنشاهی ایران است .

ماده ۱۵ــ درمواردیکه برای انجام وظائف مذکور در ماده ۷ ازطرف اعضاء هیئت بازدید یا بازرسی استانها

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درباره

ازاین مرخصی ممکن است درایران یادرایالات متحده آمریکا یادرکشورهای دیگراستفاده شود لیکن هزینه سفر وحمل ونقل کمبنحو دیگری دراین موافقت نامه پیشبینی نشده باشد بعهده عضو هیئت که ازچنین مرخصی استفاده میکند خواهد بود • کلیه مدت مسافرت درمرخصی جزء مرخصی محسوب خواهد شد • دولت شاهنشاهی ایران موافقت مینماید که مرخصی مزبور دراین ماده راطبق تقاضای کتبی که ازطرف رئیس هیئت تصویب شده باشد باتوجه لازم بمقتضیات دولت شاهنشاهی ایران اعطاء نماید •

ماده ۱۱ــ تا مدتی که این موافقت نامه معتبرمیباشد هرگاه دولت شاهنشاهی ایران اقدام باستخدام ماموین خارجی برای رئونه خدمت در ارتش شاهنشاهی بنماید ازلحاظ همکاری قبل ازاستخدام مراتب را باستحضار مقامات مربوطه دولتکشورهای متحده آمریکا خواهد رسانید •

ماده ۱۲ــ دولت شاهنشاهی ایران اتباع ولوازمی که اعضای هیئت برای مصرف شخصی یا مصرف خانواده خود با یران وارد مینمایند ازحقوق گمرکی یاعوارض دیگرمعاف خواهد نمود مشروط براینکه درخواست ورود معافی باتصویب سفیر کبیرآمریکا یا کاردار موقت آمریکا باشد ونیز اتباع ولوازمی راکه درایران برای مصرف شخصی یا مصرف خانواده خود خریداری وخارج مینمایند ازکلیه حقوق گمرکی معاف خواهد شناخت •

درموردیکه دولتکشورهای متحده آمریکا وسیله نقلیه جهت ارسال مراسلات وبسته هایی که ازطرف اعضاء هیئت آمریکا وبعنوان آنها وارد میشود تامین نماید دولت شاهنشاهی ایران آنرا ازعوارض پستی معاف خواهد نمود ویغ معافی اجازه صدور خواهد داد • رئیس هیئت مسئول خواهد بود که ازطرف اعضاء هیئت وبا خانواده های آنها هیچ گونه کالاهای قاچاق یا غیر مجاز فرستاده نشده وازخارج دریافت نکرده •

ماده ۱۳ــ پرداختهائی که باستحقوق ــ فوق الماده ــ هزینه سفر وهرگونه مزایای دیگری ازهر قبیل دراین موافقت نامه برای افسران وافراد هیئت مستشاری پیش بینی شده است ممکن است مستقیما بخود آنان یا باموافقت واجازه آنان به هر شخص یا مقامی که معرفی کنند بعمل آید •ــ

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درباره

متحده آمریکا راکه دراختیار هیئت خواهد بود طبق تشخیص رئیس هیئت تامین خواهد کرد ــ تعداد ونوع وسائل نقلیه دولت ایالات متحده آمریکاکه دراختیار هیئت خواهد بود ازطرف وزارت جنگ آمریکا تعیین خواهد گشت ونیز مقرر میگردد که درموارد لزوم طبق تشخیص رئیس هیئت وتصویب وزارت جنگ دولت شاهنشاهی ایران با پیروی ازمقررات وقوانین جاریه وسایل نقلیه هوائی آمریکا باکارکنان آن برای انجام امورادارای اجازه ورود به ایران وخروج ازایران دانسته باشد مشروط براینکه رئیس هیئت قبلا طبق قواعد ومقررات دولت شاهنشاهی ایران به اولیای مربوطه ایران مراتب را اطلاع دهد ــ کلیه وسایل نقلیه دولت ایالات متحده آمریکاکه درداخله ایران برای عملیات دراختیار هیئت است ازقوانین ومقررات ایران متابعت خواهد کرد •

ماده ۱۷ــ دولت شاهنشاهی ایران محل کار ووسایل مناسب وماشین نویس ونویسندگان ومترجمین غیرنظامی وکماشته بنحوی که درجدول سازمانی اداره مستشاری نشان داده شده جهت استفاده اعضاء هیئت تهیه خواهد نمود وکلیه لازم رابرای تسهیل وبهبود کار هیئت بعمل خواهد آورد •

ماده ۱۸ــ چنانچه یکی ازاعضاء هیئت یا عضو خانواده یکی ازاعضاء درایران وفات یابد دولت شاهنشاهی ایران جسد اورا بهرنقطه ای ازخاک ممالک متحده آمریکا که ساپراعضاء خانواده متوفی بخواهند انتقال خواهد داد ولی هزینه ایکه ازاین بابت بدولت شاهنشاهی ایران تعلق میگیرد از میزان خارج انتقال جنازه ازحد اکثر قوت تا شهرنیویورک نباید تجاوز نماید • پرداخت هزینه بازگشت خانواده عضو متوفی بآمریکا بانضمام هزینه انتقال اثاثیه ولوازم خانه واتومبیل اوبرعهده دولت شاهنشاهی ایران خواهد بود •

ماده ۱۹ــ دولت شاهنشاهی ایران هزینه بستری شدن دربیمارستان ومعالجه پزشکی مورد احتیاج اعضاء هیئت وخانواده های آنان راکه ممکن است درایران بیمارشوند تامین وپرداخت خواهد نمود دولت شاهنشاهی ایران مسئول مخارج معالجه پزشکی که درخارج ازکشور ایران صورت گیرد نخواهد بود •

ماده ۲۰ــ هریک ازاعضاء هیئت حق استفاده ازیک ماه مرخصی سالیانه یا بهمان نسبت برای هر مدتی ازسال را خواهد داشت • ایام مرخصی مزبورکه ازآن استفاده نشده باشد سال بسال برای حداکثر یکصد و بیست روز در هر مدتی که عضو درهیئت مشغول خدمت میباشد قابل تراکم خواهد بود •

Original Armish Agreement*

In conformity with the request of the Government of Iran and the agreement of the Government of the United States, a Military Mission composed of qualified officers of the United States Army will serve in the Iranian Ministry of War under the conditions specified below:

TITLE I

Composition and Duration

Artide 1. The Military Mission shall consist of such personnel of the United States Army as may be agreed upon by the Ministry of War of Iran, and by the War Department of the United States of America. Initially, the Mission will consist of Major General C. S. Ridley, Colonel F. G. Dumont, Colonel Thomas E. Mahoney, Lieutenant Colonel Theodore L. Sogard, Lieutenant Colonel Clark A. Barker, Major R. S. Conly, Captain V. E. Gidwitz, and Captain R. Y. Sanders, now on duty with the War Ministry. The Senior Officer on duty with the Mission shall be the Chief of Mission, and the other members of the Mission shall be under his command.

Article 2. The purpose of this Mission is to advise and assist the Minister of War in the administration of the Army in accordance with the duties stated in Article 7.

Article 3. This Mission shall be effective as of March 22, 1943, and shall continue for the duration of the war or declared National Emergency by the United States unless terminated sooner as hereinafter provided. The Mission may be extended after the above period by mutual agreement between the two Governments.

Article 4. This agreement may be terminated before its expiration in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other government.

(b) Upon the initiative of either the Government of the United States of America or the Government of Iran at any time, subject to written

* Copied from copy in Armish file which was sent General Ridley in 1944.

notice, that either government considers it necessary or desirable in the public interest, or when either government is involved in domestic or foreign hostilities, provided that all provisions hereinafter appearing as to termination shall apply in case of such cancellation.

Article 5. Any member of the Mission may be recalled at any time, upon request of the Government of the United States of America provided a replacement of suitable qualifications, as determined by Article 1, is furnished. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements except when otherwise mutually agreed upon in advance by the respective governments.

TITLE II

Duties, Rank, and Precedence

Article 6. The Minister of War of Iran will appoint the Chief of Mission as Military Advisor for the duration of the contract by an Imperial General Order.

Article 7. The principal duty of the Military Advisor and the other members of the Mission shall be to investigate, and propose plans for improvement of and to assist in the administration of the Army and the Departments of the Ministry of War in matters relating to the operations of the Finance, Quartermaster, Engineering, Sanitary, Veterinary, Recruiting, Military, Justice, Transport and Remount Departments, and to inspect the execution of such plans. Such other duties as may be agreed upon between the Minister of War and the Military Advisor may be assigned to members of the Mission.

Article 8. When any plan mentioned in Article 7 has been approved for execution by the Minister of War, the necessary qualified Iranian Officers shall be appointed to the key positions required for the execution of the plan. When, in the opinion of the Military Advisor, it is necessary for the success of execution of any plan approved by the Minister of War, the Military Advisor, personally or through a member of the Mission, shall have the power to take charge of the execution of such plan and of such part of any Department as may be involved in the plan, and in such case, all personnel in such part of such Department shall obey the orders of the Military Advisor of member of Mission in charge.

Article 9. For the execution of the duties mentioned in Article 7, the Military Advisor shall be given access to any and all records, correspondence and plans relating to the administration of the Army needed by him, and he shall have the power to investigate any matters which in his opinion will assist him in carrying out those duties, and for this purpose he shall have the power through the Minister of War to summon and require any member of the Army to appear before him and give information in connection with such investigation.

Article 10. The Military Advisor and other members of the Mission when so directed by him, are authorized to inspect any part of the military establishment from the financial and administrative point of view, and all officers in authority shall facilitate such inspections in every possible way

Article 11. The Military Advisor shall have the power in matters pertaining to the duties stated in Article 7, to submit to the Minister of War recommendations for the promotion, demotion, transfer and removal of any officer he thinks necessary in accordance with the approved laws in force in the Army.

Article 12. Each member of the Mission shall serve in the Mission with the rank he holds in the United States Army but shall have precedence over all Iranian Army Officers of the same rank. The members of the Mission shall wear the uniform of the United States Army but an insignia showing service with the Imperial Iranian Army will be worn on the uniform.

Article 13. The Government of Iran agrees that, while this Agreement is in effect, it will not engage officers of other foreign armies or personnel from any other country to serve in or with the Ministry of War and the Iranian Army.

Article 14. Each member of the Mission has the obligation not to divulge or in any way disclose to any foreign government to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of services with the Mission and after the expiration or cancelation of this Agreement.

TITLE III

Compensation and Perquisites

Article 15. Members of the Mission shall receive from the Government of Iran such net annual compensation in United States currency as may be agreed upon by the Government of the United States of America and the Government of Iran for each member.

This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Such part of each monthly payment as each member may elect shall be paid to him in dollars by depositing same to his credit in one of the well known banks in the United States and the rest in Rials direct to him in Iran. The compensation shall not be subject to any tax, now or hereinafter in effect, of the government of Iran or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect be any taxes that might effect this compensation, such taxes shall be borne by the Ministry of War of Iran in order to comply with the provision of this Article that the compensation agreed upon shall be net.

Article 16. The cash compensation agreed upon as indicated in the preceding Article shall commence upon March 22, 1943, for each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, or following the termination of the Mission under Article 4 of this Agreement, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

Article 17. The compensation due for the period of the return trip and accumulated leave shall be paid to each member of the Mission before his departure from Iran and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

Article 18. During the period of the War in which the United States is now engaged, transportation expenses of each member of the Mission from and to the United States will be paid by the Government of the United States. If the period of this Agreement is extended beyond the close

of the war in which the United States is now engaged, each member of the Mission shall be furnished by the Government of Iran except in the case where each member is replaced under Article 5, of this Agreement, with first class accommodations for travel, via the shortest usually travelled route between the Port of Embarkation in the United States of America and his official residence in Iran, both for the outward and for the return trip.

Article 19. At any time during this agreement, as may be elected by each member, the family of each member of the Mission shall be furnished by the Government of Iran with first-class accommodations for travel, via the shortest usually traveled route between the port of embarkation in the United States of America and the official residence of the member in Iran, both for the outward and for the return trip. Payment of expenses for the transportation of families, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War of Iran, shall not be required under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative of the Minister of War in Iran in Washington at such time as the detail of personnel for such temporary duty may be agreed upon. Throughout this Agreement the term "Family" is limited to mean wife and dependent children.

Article 20. Compensation for transportation and travel expenses in Iran on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the travel regulations of the Iranian Army.

Article 21. The Government of Iran shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation, with chauffeur on call, shall be made available by the Government of Iran for use by the members of the Mission for the conduct of the official business of the Mission.

Article 22. The Government of Iran shall provide suitable office space and facilities including but not limited to office equipment, stenographic and clerical help, interpreters, orderlies, and free use of the Iranian Postal Service for official business for the use of the members of the Mission.

Article 23. If any member of the Mission should die in

Iran, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. If any member of the Mission or any member of his family, should die in Iran after extension of the period of this contract as provided in Article 3, the Government of Iran shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Iran shall not exceed the cost of transporting the remains from the place of decease to New York City. Return transportation to New York City for the family of the deceased member shall be provided as prescribed in Article 21. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensation due the widow, or other person designated the deceased, under provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

Article 24. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission. This leave may be spent in Iran, in the United States of America or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time on leave shall count as leave. The Government of Iran agrees to grant the leave herein specified upon receipt of written application approved by the Chief of the Mission with due consideration for the convenience of the Government of Iran.

Article 25. If a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If the hospitalized member is a Commissioned Officer he shall pay his cost of subsistence. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family.

EXECUTIVE AGREEMENT SERIES 361

EMBASSY OF THE UNITED STATES
OF AMERICA
AUG 19 1946
TEHRAN

MILITARY MISSION

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AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND IRAN

Signed at Tehran November 27, 1943

UNITED STATES
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AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN

In conformity with the request of the Government of Iran to the Government of the United States of America, by authority of the law for the employment of American officers for the Gendarmerie voted on October 21, 1943, the President of the United States of America has authorized the assignment of a mission of officers, non-commissioned officers and experts of the United States Army, the number of officers of which shall not exceed eight, with a view to reforming the affairs of the Gendarmerie, according to the following articles.

Title I

Purpose and Duration

Article 1: The purpose of this Mission is to advise and assist the Ministry of Interior of Iran in the reorganization of the Imperial Iranian Gendarmerie.

Article 2: This Mission shall be effective as of October 2, 1942 and shall continue for a minimum of two years and any extension mutually agreed upon between the interested parties unless previously terminated as hereinafter provided; and provided further that the authority granted the President of the United States for the detail of such officers remains in effect for such period. Any member of the Mission may be recalled at any time upon the request of the Government of the United States of America provided a replacement with equal qualifications is furnished.

Article 3: This Agreement may be terminated before the expiration of the period prescribed in Article 2 in the following manner:

a. By either of the Governments, subject to three months' written notice to the other Government.

b. By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America.

Article 4: This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of Iran at any time during a period when either Government is involved in foreign hostilities. In case of cancellation, all provisions hereinafter set forth concerning termination shall apply.

Title II

Composition and Personnel

Article 5: This Mission shall consist at all times of such personnel of the United States Army as may be agreed upon by the Government

of Iran through its authorized representative in Washington and by the War Department of the United States of America.

Title III

Duties, Rank, and Precedence

Article 6: The personnel of the Mission shall perform such duties as may be proposed by the Chief of the Mission and approved by the Minister of the Interior of Iran.

Article 7: The members of the Mission shall be responsible solely to the Minister of Interior of Iran through the Chief of the Mission.

Article 8: Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army or such simulated rank as may be bestowed upon him by the Iranian Government. The members of the Mission shall wear either the uniform of the United States Army or of the Imperial Iranian Gendarmerie to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Iranian Gendarmerie officers of the same rank.

Article 9: Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Iranian Army and the Iranian Gendarmerie provide for officers of corresponding rank of the Imperial Iranian Gendarmerie.

Article 10: The personnel of the Mission shall be governed by the disciplinary regulations of the Iranian Gendarmerie except insofar as such regulations are contrary to the regulations of the United States Army.

Title IV

Compensation and Perquisites

Article 11: Members of the Mission shall receive from the Government of Iran such net annual compensation in United States currency as may be agreed upon between the Government of the United States of America and the Government of Iran for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall be net after deduction of any tax, now or hereafter in effect, of the Government of Iran or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of Interior of Iran in order to comply with the provision of this Article that the compensation agreed upon shall be net.

Article 12: The compensation agreed upon as indicated in the preceding article shall commence upon October 2, 1942, or upon the date

of departure of each Mission member if the latter date is subsequent to October 2, 1942, and except as otherwise expressly provided in this agreement shall be paid following the termination of duty with the Mission before his departure for the United States, for the period of any accumulated leave which may be due.

ARTICLE 13: The compensation due for the period of accumulated leave shall be paid to a detached member of the Mission before his departure from Iran.

ARTICLE 14: Each member of the Mission and his family shall be furnished by the Government of Iran, except in the case where each member is replaced under the provisions of Article 2 of this Agreement, with first class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Iran, both for the outward and for the return trip. The Government of Iran shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Iran as well as all expenses incidental to the transportation of such household effects, baggage and automobile from his official residence in Iran to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of Interior of Iran, shall not be required under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative of the Government of Iran in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 15: The Government of Iran shall grant, upon request of the Chief of the Mission, exemption from customs duties or other imposts on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 16: Compensation for transportation and traveling expenses in Iran on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the provisions of Article 9.

ARTICLE 17: The Government of Iran shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official

business. Suitable motor transportation, with chauffeur on call, shall be made available by the Government of Iran for use of the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18: The Government of Iran shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19: By authority of the last paragraph of item (c) of the Law of October 21, 1943, if any member of the Mission, or any of his family, should die in Iran, the Government of Iran shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Iran shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Article 14. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of Iran, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 20: The Minister of Interior of Iran will appoint the Chief of the Mission Advisor to the Ministry of Interior in charge of Gendarmerie affairs as head of the Imperial Organization of the Iranian Gendarmerie for the duration of this contract and he shall have precedence over all officers of the Imperial Iranian Gendarmerie. He will have immediate charge of the entire administration and control of the Gendarmerie and he will have the right to recommend to the Ministry of Interior and in accordance with regulations the appointment, promotion, demotion, or dismissal of any employee of the Gendarmerie and to put this into effect with the approval of the Ministry of the Interior and no other authority shall have the right to interfere, and he will have the right with the approval of the Minister

of the Interior to transfer and reassign any officer, gendarme, or employee of the Gendarmerie.

ARTICLE 21: The Government of Iran agrees that, while this agreement is in effect, it will not engage officers of other foreign armies or personnel from any other country to serve in the Imperial Iranian Gendarmerie or branches in which the members of the United States Military Mission are serving.

ARTICLE 22: Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement.

ARTICLE 23: Throughout this agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24: Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25: The leave specified in the preceding Article may be spent in Iran, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized as leave.

ARTICLE 26: The Government of Iran agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the interests of the Government of Iran.

ARTICLE 27: Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28: The Government of Iran shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, with concurrence of the Minister of Interior of Iran, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If

the hospitalized member is a commissioned officer he shall pay his cost of subsistence. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 9.

ARTICLE 29: Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

ARTICLE 30: The Council of Ministers will have the right to cancel such provisions of this Agreement as refer to any member of the Mission, duly and competently proved to be guilty of interference in the political affairs of the country or of violation of the laws of the land.

IN WITNESS WHEREOF, the undersigned, Mohamed Saed, Minister of Foreign Affairs of Iran, and Louis G. Dreyfus, Jr., Envoy Extraordinary and Minister Plenipotentiary of the United States of America, have signed this Agreement in duplicate in the English and Persian languages, at Tehran, this 27th day of November, one thousand nine hundred and forty-three.

[SEAL] M. SAED
[SEAL] LOUIS G. DREYFUS jr.

قـــــــرارداد

میـــان دولـت ایـــران و

دولـت کشـــورهـــای متحـــد آمریکا

بنابرتقاضای دولت ایران ازدولت کشورهای متحده آمریکا وباستناد قانون استخدام افسران آمریکائی برای ژاندارمری مصوب ۱۳۲۲/۷۰/۲۸ رئیس جمهوری کشورهای متحده آمریکا اجازه داده است که هیئتی ازافسران درجه داران ومتخصصین ارتش کشورهای متحده آمریکا کتعداد افسران آن ازهشت نفرتجاوزنخواهد نمود بمنظوراصلاح امورژاندارمری برطبق مواد ذیل منصوب شوند .

فصل اول

مقصود ومدت

ماده اول مقصود ازاین هیئت رایزنی وکمك بوزارت کشورایران است برای تجدید سازمان ژاندارمری شاهنشاهی ایران .

ماده دوم شروع خدمت این هیئت ازتاریخ دوم اکتبر ۱۹۴۲ وحد اقل مدت ماموریت این هیئت دوسال است پس ازآن برای هرمدتیکه بتراضی طرفین ذی نفع توافق حاصل شود قابل تمدید میباشد مگرآنکه چنانچه درمواد پائین مقرراست قبلاخاتمه پذیرد وهمچنین مشروطبراینکه اجازه ای که برئیس جمهوری کشورهای متحده آمریکا برای ماموریت این افسران داده شده است درآمدت باعتبارخود باقی باشد هریك ازکارمندان هیئت درهرزمان که دولت کشورهای متحده امریکا تقاضانماید ممکن است احضارشوند بشرط اینکه دیگری که واجد شرائط متساوی باشد قبلا بجای اوانتخاب کرده .

ماده سوم این قرارداد پیش ازپایان یافتن مدتمعین درماده دوم بترتیب ذیل قابل فسخ است

الف ــ بوسیله هریك ازدولتین بشرط اینکه سه ماه پیش کتبا بدولت دیگراخطارشود .

ب ــ بوسیله فراخواندن همه کارکنان هیئت ازطرف دولت کشورهای متحده آمریکا باقتضای مصالح عمومی کشورهای متحد آمریکا .

ماده چهارم هرزمان هریك ازدولتین دوچارمخاصمات خارجی شود این قرارداد بمیل هریك ازدولتین ایران وآمریکا قابل فسخ است درصورت فسخ کلیه مقرراتی که درمواد بعد راجع بفسخ پیش بینی شده است اجراخواهد گردید .

فصل دوم

تشکیل هیئت وکارکنان آن

ماده پنجم این هیئت درهمه اوقات مرکب خواهد بود ازکارکنان ارتش کشورهای متحد آمریکا باموافقت نماینده مجاز دولت ایران درواشنگتن ووزارت جنگ کشورهای متحد آمریکا

وزارت امور خارجه

(۲)

فصل سوم

وظایف و درجات وتقدم وتاخر

ماده ششم کارکنان هیئت وظائفی راانجام خواهند داد که ازطرف رئیس هیئت پیشنهاد وبتصویب وزیرکشورایران برسد .

ماده هفتم کارمندان مزبوربوسیله رئیس هیئت منحصرامسئول وزیرکشورایران خواهند بود .

ماده هشتم هریك ازکارمندان هیئت بادرجه ای که درارتش کشورهای متحد آمریکا حائزاست یاکفالت هردرجه بالاتری که دولت ایران اعطانماید درهیئت مزبورخدمت خواهد نمود . کارمندان هیئت لباس ارتش آمریکا یالباس ژاندارمری شاهنشاهی ایران راکه حق پوشیدن آنرا خواهند داشت به تشخیص واختیاررئیس هیئت دربرخواهند کرد لیکن برهمه افسران ایرانی ژاندارمری ازهمان درجه مقدم خواهند بود .

ماده نهم هریك ازکارمندان هیئت ازکلیه منافع ومزایائی که مقررات ارتش ایران وژاندارمری ایران برای افسران همدرجه ژاندارمری شاهنشاهی ایران منظوربیدارد بهره مند خواهد شد .

ماده دهم کارکنان هیئت مشمول مقررات انتظامی ژاندارمری ایران خواهند بود باستثنای مواردی که مقررات مزبورمخالف مقررات ارتش کشورهای متحد آمریکا باشد .

فصل چهارم

حقوق وعوائد

ماده یازدهم کارمندان هیئت حقوق خالص سالانه ای به پول رایج کشورهای متحد آمریکا وبمیزانی که میان دولت ایران ودولت کشورهای متحد آمریکا برای هرکارمند توافق حاصل شود دریافت خواهند نمود . این حقوق دردوازده قسط متساوی ماهانه پرداخت خواهد شد . موعد هرقسط دروزآخرماه ودرآن روزپرداخته خواهد شد . این حقوق پس ازکسرهرگونه مالیات که درحال حاضرپاازاین تاریخ به بعد ازطرف دولت ایران یاهریك ازدوایالتی وبلدی آن وضع شود خالص خواهد بود . لیکن هرگاه درحال حاضریادرمدت اجرای این قرارداد مالیاتهائی بوجود آید که تاثیری دراین حقوق داشته باشد اینگونه مالیاتها راوزارت کشورایران خواهد پرداخت تاطبق مقررات این ماده حقوقیکه نسبت به آن موافقت شده است خالص باشد .

ماده دوازدهم حقوقیکه طبق ماده پیش نسبت بآن موافقت شده است دروح پرداخت آن ازتاریخ ۱۰ مهرماه ۱۳۲۱ (دوم اکتبر ۱۹۴۲) یاازتاریخ عزیمت هرکارمند هیئت خواهد بود درصورتیکه تاریخ عزیمت بعدازدوم اکتبر ۱۹۴۲ باشد وباستثنای مواردیکه مصرّحا دراین قرارداد پیش بینی شده پس ازخاتمه خدمت هرکارمند درهیئت پیش ازحرکت بکشورهای متحد آمریکا

وزارت امور خارجه

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برای هرمدت مرخصی متراکم که حق داشته باشد پرداخته خواهد شد .

ماده سیزدهم حقوقیکه برای مدت مرخصی متراکم بهرکارمندی که خدمتش خاتمه می یابد پیش ازحرکت ازایران باوتادیه میشود .

ماده چهاردهم برای هرکارمند هیئت وخانواده اش باستثنای مواردیکه کارمندی بموجب مقررات ماده دوم این قرارداد تبدیل میشود وسایل مسافرت درجه اول ازاقصرطرق معمولی برای مسافرتهائی که طبق این قرارداد لازم است وانجام میشود بین بندرحرکت درآمریکا واقامتگاه رسمی اودرایران یاباوداها یاازطرف دولت ایران تهیه خواهد شد . ونیزدولت ایران همه هزینه حمل اثاثیه خانه واسباب سفرواتومبیل ازاقامتگاه رسمی آنها درایران تابندرورود آمریکا خواهد پرداخت حمل ونقل اثاثیه خانه واسباب سفرواتومبیل یکجاصورت خواهد گرفت وهرمقداری که بعد احمل شود بهزینه کارمندان مربوط هیئت خواهد بود مگرآنکه طوردیگرد این قرارداد پیش بینی شده باشد ویااینکه این محمولات جداگانه درنتیجه اوضاع واحوالیکه ازاختیارآنها خارج است ایجاب شود . پرداخت هزینه حمل ونقل خانواده هاواثاثیه خانه واتومبیل کارکنانیکه برای خدمات موقت به تقاضای وزیرکشورایران به هیئت مزبورملحق شوند طبق این قرارداد لازم نخواهد بود لیکن هزینه مذکوربوسیله مذاکرات بین وزارت جنگ کشورهای متحد آمریکا ونماینده مجاز دولت ایران درواشنگتن هنگامی که درباره اعزام کارکنان موقت موافقت حاصل شود تعیین خواهد شد

ماده پانزدهم دولت ایران بدرخواست رئیس هیئت درمورد اشیائی که کارمندان هیئت برای مصرف شخصی خود وبرای مصرف اعضاء خانواده خود وارد مینمایند معافیت ازحقوق گمرکی وسایرعوارض ومالیاتها اعطاخواهد نمود .

ماده شانزدهم مصارف حمل ونقل وهزینه سفرافرایران برای کارهای رسمی دولت ایران طبق مقررات ماده نهم ازطرف دولت ایران تامین خواهد شد .

ماده هفدهم دولت ایران برئیس هیئت اتومبیل مناسبی باشوفرزبرای کارهای رسمی خواهد داد وسیله حمل ونقل موتوری مناسب باشوفرحاضرخدمت برای استفاده اعضاء هیئت دراجراء کارهای رسمی هیئت ازطرف دولت ایران دراختیارهیئت گذاشته خواهد شد .

ماده هیجدهم دولت ایران محل مناسبی برای اداره وتسهیلات برای استفاده کارمندان هیئت تدارک خواهد نمود .

ماده نوزدهم باستناد پاراگراف اخرجزء ج ازقانون ۲۸ مهرماه ۱۳۲۲ هرگاه یکی ازکارمندان هیئت یاهرعضوی ازاعضاء خانواده اش درایران فوت نماید دولت ایران ترتیب خواهد داد که جنازه اوبهرنقطه ای درآمریکا که بازماندگان متوفی تعیین نمایند انتقال داده شود لیکن هزینه

وزارت امور خارجه

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اینکار برای دولت ایران ازمخارج حمل جنازه ازمحل فوت تا شهرنیویورک تبا وزنخواهد نمود .
هرگاه متوفی یکی ازکارمندان هیئت باشد خدمت اودر هیئت مزبوراینظورمنظورخواهد شد که
پانزده روزبعد ازفوت اوخاتمه یافته است . هزینه حمل ونقل برای بازگشت خانواده کارمند
متوفی وحمل ونقل اسباب سفرواثاثیه خانه واتومبیل طبق ماده ١٤ داده خواهد شد . کلیه
وجوهی که دولت مدیون کارمند متوفی میباشد ازجمله حقوق ٥ روزبعد ازفوت اوبرد اخت مخارج
حمل ونقل که عضومتوفی برای مسافرت های رسمی درایران طلب دارد به عیال کارمند متوفی یا
هرشخص دیگری که ازطرف متوفی هنگامیکه بموجب این قرارداد انجام خدمت مینموده کتبا
معین شده باشد پرداخته خواهد شد . لیکن حقوق ومرخصی متراکم که حق متوفی بوده ومورد
استفاده اوواقع نشده باشد بعیال وی یا دیگری پرداخته نخواهد شد کلیه وجوهی که بعیال
متوفی تعلق خواهد گرفت یا هرشخص دیگریکه ازطرف متوفی معین شده باشد طبق مقررات این
ماده درظرف پانزده روزازدرکذشت کارمند مزبوربرداخته خواهد شد .

فصل پنجم

لوازم وشرائط

ماده بیستم وزیرکشورایران رئیس هیئت رابسمت مستشاروزارت کشورمعهده دارامورزاندارمری
برپاست کل تشکیلات ژاندارمری دولت شاهنشاهی ایران برای مدت این قرارداد تعین خواهد
نمود ورئیس هیئت برهمه افسران ژاندارمری شاهنشاهی ایران تقدم خواهد داشت . مشارالیه
مستقیما معهده دارکلیه اداره وکنترل ژاندارمری خواهد بود وحق خواهد داشت طبق مقررات
انتصاب یا ترفیع یا تنزل یا اخراج هرخدمتکذ ارژاندارمری بوزیرکشورپیشنهاد وباتصویب ایشان
بموقع اجرابکذارد ومقام دیگری حق مداخله نخواهد داشت . ونیزحق خواهد داشت هرافسر
یاژاندارم یاخدمتکذ ارژاندارمری رابا تصویب وزیرکشورمنتقل ودوباره تعین نماید .

ماده بیست ویکم دولت ایران موافقت مینماید تازمانیکه این قرارداد بقوت خود باقی است
افسرانی ازارتشهای خارجی دیگریاکارکنانی ازهیچ کشوردیگربرای خدمت درژاندارمری
شاهنشاهی ایران یاشعب آن که کارمندان هیئت نظامی کشورهای متحدآمریکاد رآن خدمت
مینمایند استخدام ننماید .

ماده بیست ودوم هریک ازکارمندان هیئت تعهد خواهد نمود هیچ یک ازاسرارومسائل
محرمانه ای که بسمت عضویت هیئت ازآنها ممکن است مطلع کرد د بهیچ دولت بیکانه یا هیچکس
مطلقا افشا وابراز ننماید این شرط بعد ازخاتمه خدمت هریک ازکارمندان درهیئت مزبورویس از
پایان یافتن یا فسخ این قرارداد نیزبقوت خود باقی خواهد ماند .

وزارت امور خارجه

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ماده بیست وسوم لفظ خانواده درهمه جای این قرارداد اطلاق میشود به زن وفرزند انیکه
تحت کفالت هرکارمند میباشند .

ماده بیست وچهارم هرکارمند هیئت مستحق یکماه مرخصی باحقوق درسال یا جزئی ازآن با
حقوق متناسب بآن قسمت جزء سال میباشد . قسمتهائی که ازمرخصی مزبورکه مورد استفاده واقع
نشود سال بسال درمدتی که هرکارمند بعضویت هیئت خدمت مینماید متراکم خواهد شد .

ماده بیست وپنجم مرخصی که درماده پیش تصریح شده است ممکن است درایران یا درکشورهای
متحد آمریکا یا درکشورهای دیکر داده شود لیکن هزینه مسافرت وحمل ونقل که درجای دیکر این
قرارداد پیش بینی نشده باشد برعهده کارمند هیئت که بمرخصی میرود خواهد بود همه اوقاتی که
درمسافرت بسرمیبرد مرخصی حساب میشود واضافه برمدتیکه بعنوان مرخصی اجازه داده شده است
نخواهد بود .

ماده بیست وششم دولت ایران موافقت مینماید مرخصی مصرح درماده بیست وچهارم را بوصول
درخواست کتبی که بتصویب رئیس هیئت رسیده باشد باتوجه لازم بمصالح دولت ایران اعطا نماید .

ماده بیست وهفتم کارمندان هیئت که تغیروتبدیل می یابند بخدمت خود درهیئت فقط موقتی
خاتمه خواهند داد که جانشین آنها وارد شود مکرآنکه به تحودیکری قبلا بین دولتین توافق حاصل
شود .

ماده بیست وهشتم دولت ایران ترتیب مناسب طبی برای کارمندان هیئت وخانواده هایشان
خواهد داد . هرکاه یکی ازکارمندان هیئت مریض شود یاصدمه بیند کارمند مزبوربه تشخیص رئیس
هیئت باموافقت وزیرکشورایران به بیمارستانیکه رئیس هیئت مناسب بداند فرستاده خواهد شد
وکلیه مخارجی که درنتیجه ناخوشی یاصدمه پیش آید تازمانیکه بیمارکارمند هیئت است ودرایران
بماند ازطرف دولت ایران پرداخته خواهد شد . هرکاه کارمندیکه به بیمارستان فرستاده میشود
افسری باشد که دارای فرمان است هزینه اعاشه (غذا) راخود افسرخواهد پرداخت . خانوادها
ازهمین مزایائی که دراین ماده برای کارمندان هیئت مورد موافقت است بهره مند خواهند شد
الا اینکه کارمند هیئت درکلیه موارد هزینه غذای عضوخانواده اش راکه دربیمارستان خوابیده
است خواهد پرداخت مکرآنکه طبق ماده نهم این مسئله منظورشده باشد .

ماده بیست ونهم هرکارمند هیئت که بعلت طولانی شدن مدت ناتوانی جسمی قادربانجام
وظائف خود درهیئت نباشد تبدیل خواهد شد .

ماده سی ام نسبت بهریک ازکارمندان این هیئت که بطورصحیح ومنظم ازروی صلاحیت
ثابت شود که بجرم مداخله درکارهای سیاسی کشوریا تخلف ازقوانین ایران مقصراست هیئت وزیران

وزارت امور خارجه

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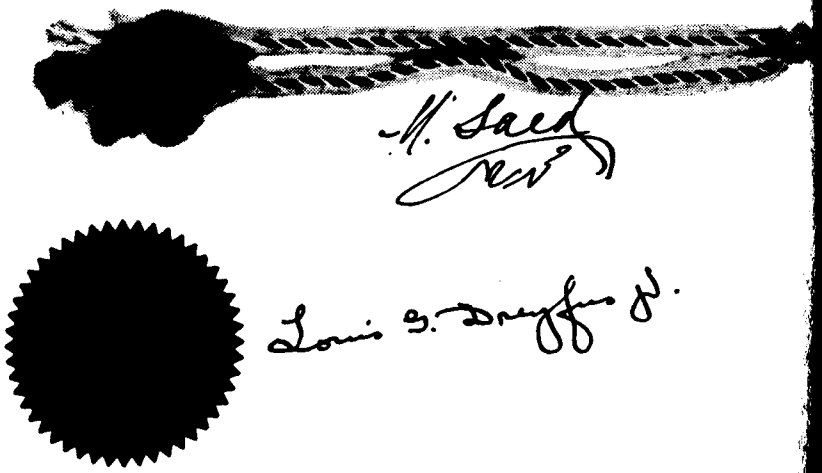
حق خواهد داشت مقررات این قرارداد را که مربوط به چنین کارمندی باشد لغو نماید .

امضاء کنندگان زیر محمد ساعد وزیر امور خارجه ایران .

الوی گ . دریفوس وزیر مختار دولت کشورهای متحده آمریکا در تهران ایران که اختیارات لازم داشتند

این قرارداد را در دو نسخه بزبان فارسی و انگلیسی در تهران در روز بیست و هفتم نوامبر یکهزار و نهصد و

چهل و سه مطابق با پنجم آذر ماه یکهزار و سیصد و بیست و دو امضاء نمودند .



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The Department of State publications entitled *Treaty Series* and *Executive Agreement Series* have been discontinued. The *Treaties and Other International Acts Series* has been inaugurated to make available in a single series the texts of treaties and other instruments (such as constitutions and charters of international organizations, declarations, agreements effected by exchanges of diplomatic notes, et cetera) establishing or defining relations between the United States of America and other countries. The texts printed in the present series, as in the *Treaty Series* and *Executive Agreement Series*, are authentic and, in appropriate cases, are certified as such by the Department of State. The *Treaties and Other International Acts Series* begins with the number 1501, the combined numbers in the *Treaty Series* and *Executive Agreement Series* having reached 1500, the last number in the *Treaty Series* being 994 and the last number in the *Executive Agreement Series* being 506.

DEPARTMENT OF STATE

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[Reprinted October 1954]

قرارداد بین دولت کشورهای متحد امریکا و دولت شاهنشاهی ایران .

بموجب تقاضای دولت ایران ازدولت کشورهای متحد امریکا رئیس جمهور کشور های متحد امریکا اجازه داده است که یکعده افسر وسربازامریکائی بمنظور تشکیل یك هیئت نظامی در ایران طبق شرایط مصرحهٔ زیر گماشته شوند :

عنوان اول ــ هدف و مدت قرارداد

ماده ۱ ــ هدف این هیئت اینست که بمنظورترقی وبهبود وضع ارتش ایران با وزارت جنگ و افسران ومامورین ارتش ایران همکاری کنند .

ماده ۲ ــ این قرارداد پس از امضای نمایندگان معتبر دولت کشورهای متحد امریکا ودولت ایران رسمیت یافته و تا تاریخ ۲۰ مارس ۱۹۴۹ (۲۹ اسفند ۱۳۲۸) بقوهٔ خود باقی خواهد ماند مگر اینکه طبق مواد بعدی این قرارداد زودتر بآن خاتمه دادهشده و یاتمدید گردد .

ماده ۳ ــ چنانچه دولت ایران مایل باشد مدت خدمت هیئت رابیش از موعد قیدشده تمدیدکند پیشنهادخودراکتباقبل از ۲۱ سپتامبر ۱۹۴۸ (۳۰ شهریور ۱۳۲۷) تسلیم خواهدنمود . دولت امریکا موافقت میکند که دربارهٔ چنین پیشنهادی تاقبل ازتاریخ ۲۱ دسامبر ۱۹۴۸ (۲۹ آذر ۱۳۲۷) اقدام نماید .

ماده ٤ ــ این قرارداد ممکن است بطریق زیرقبل از ۲۰ مارس ۱۹۴۹ (۲۹ اسفند ۱۳۲۸) ملغی شود :

ــ ۱ ــ

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF IRAN.

In conformity with the request of the Government of Iran to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army to constitute a military mission to Iran under the conditions specified below:

TITLE I - PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Ministry of War of Iran and with the personnel of the Iranian Army with a view to enhancing the efficiency of the Iranian Army.

Article 2. This agreement shall be effective from the date of signing of the agreement by the accredited representatives of the Government of the United States of America and the Government of Iran and shall continue in force until March 20, 1949, unless sooner terminated or extended as hereinafter provided.

Article 3. If the Government of Iran should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect prior to September 21, 1948. The Government of the United States of America agrees to act upon such proposal prior to December 21, 1948.

Article 4. This agreement may be terminated prior to March 20, 1949, in the following manner:

A) By either government subject to three months notice in writing to the other government;

B) By either government at any time, upon written notice, if that government considers it necessary due to domestic disturbances or foreign hostilities;

C) By the Government of the United States of America at any time upon written notice that the present statutory authority under which this arrangement is concluded has terminated and that Congress has provided no other authority for the continuation of the Mission;

D) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (A) of the article.

E) The termination of this agreement, however, shall not effect or modify the several obligations of the Government of Iran to the members of the Mission or to their families as set out in Title IV hereof.

TITLE II - COMPOSITION AND PERSONNEL

Article 5. Initially the Mission shall consist of such numbers of personnel of the United States Army as may be agreed upon by the Minister of War of Iran through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of Iran or his authorized representative and by the War Department of the United States of

الف ــ بااخطار قبلی سه ماهه هریك از دولتین کتبا بدولت دیگر .

ب ــ با اخطارکتبی هریك از دولتین به دولت دیگر درهرموقع درصورتیکه آن دولت این امر را بسبب بروز اغتشاشات داخلی یا مخاصمات خارجی لازم شمارد .

ج ــ دولت کشورهای متحد امریکا حق دارد درصورتیکه مدت قانون فعلی که بموجب آن این قرارداد منعقد شده است منقضی شود وکنگره امریکا بموجب قانون دیگری اجازه ادامه خدمت هیئت راتا هدبادادن اطلاعیه در هرموقع این قرارداد را لغو نماید .

د ــ دولت امریکا حق دارد هرموقعیکه منافع ملی امریکا اقتضاکند کلیه کارمندان هیئت را احضار نماید بدون اینکه لازم باشد قسمت الف این ماده را مراعات کند .

هـ ــ درهرصورت انقضاء یا الغای این قرارداد در مورد تعهداتی که دولت شاهنشاهی ایران برطبق مصرحات عنوان چهارم قرارداد حاضر درقبال اعضای هیئت وخانواده آنها نموده است تاثیری نداشته ودرآن تغییر و تعدیلی نخواهد داد .

عنوان دوم ــ ترکیب و اعضاء هیئت

ماده ۵ ــ از ابتداء هیئت مرکب خواهد بود از عده ای از افسران ونفرات ارتش امریکا که باموافقت وزیرجنگ ایران توسط نماینده مجاز ایشان درواشنگتن و وزارت جنگ امریکا تعیین شده باشند . اشخاصی باین کار گماشته خواهند شد که وزیرجنگ دولت شاهنشاهی ونماینده مجازایشان و وزارت جنگ امریکا یانماینده مجازآن باانتصاب آنها موافقت داشته باشند .

America or its authorized representative

TITLE III - DUTIES, RANK, AND PRECEDENCE

Article 6. Members of the Mission shall be assigned to the Department of the Ministry of War designated the Advisory Department. The Advisory Department shall be organized under a table of organization prepared with the agreement of the Chief of Mission and approved by the Minister of War of Iran. Members of the Mission shall be assigned to position vacancies shown on this table, and their assignment shall be published in Iranian Army General Orders.

عنوان سوم ــ وظایف، درجات و ارشدیت

ماده ۶ ــ اعضای این هیئت دریکی ازادارات وزارت جنگ دولت شاهنشاهی باسم اداره مستشاری منصوب خواهند شد . اداره مستشاری تحت یك جدول سازمانی که باموافقت رئیس هیئت و تصویب وزیرجنگ ایران تهیه شده تشکیل خواهد شد . اعضاء هیئت بمشاغلی که توسط این جدول سازمانی تعیین میشود گماشته خواهند شد و انتصاب آنها در فرمانهای عمومی ارتشی درج خواهد گردید .

Article 7. The senior officer of the Mission shall be appointed Chief of the Mission. Other members of the Mission shall be assigned duties by the Chief of Mission as indicated by the table of organization and approved by the Minister of War of Iran, or such other duties as may be agreed upon between the Minister of War of Iran and the Chief of the Mission.

ماده ۷ ــ افسر ارشد هیئت بسمت ریاست هیئت منصوب خواهد گشت . سایر اعضای هیئت توسط رئیس هیئت بمشاغلی که درجدول سازمانی تعیین ووزیر جنگ ایران تصویب خواهد کرد و یا بوظایفی که وزیرجنگ ایران و رئیس هیئت درباره آن موافقت کنند گماشته خواهند شد .

Article 8. The duties of the Mission shall be to advise and assist the Ministry of War of Iran and its several departments as well as subordinate sections of the General Staff with respect to plans, problems concerning organization, administrative principles and training methods. These duties involve the principles of work of the General Staff and all departments of the Ministry of War in Tehran and their field agencies except tactical and strategical plans or operations against a foreign enemy, which are not related to the duties of the Mission.

ماده ۸ ــ وظایف هیئت عبارت خواهد بود از راهنمائی ومساعدت بوزارت جنگ و ادارات مختلف وارکان تابع ستاد ارتش درمورد نقشه‌ها و مسائل مربوطه بسازمان و اصول اداری واسلوب تعلیمات . این وظایف شامل اصول کار ستاد ارتش و کلیه ادارات وزارت جنگ و سعب خارج از مرکز آنها خواهد بود باستثناء نقشه های تاکتیکی و استراتژیکی یاعملیات برعلیه دشمن خارجی که با وظائف هیئت ارتباطی ندارد .

Article 9. Members of the Mission will assume neither command nor staff responsibility in the Iranian Army. They may, however, make such official inspections and investigations as may

ماده ۹ ــ اعضای این هیئت در ارتش ایران هیچگونه سمت فرماندهی یا ستادی نخواهند داشت معهذا آنها میتوانند چنانچه ضرورت ایجاب نماید باتصویب مقام وزارت و دستور رئیس هیئت اقدام بهاره ای بازرسیها وتحقیقات رسمی بنمایند .

be necessary and are approved by the Minister of War of Iran and directed by the Chief of the Mission.

Article 10. Each member of the Mission shall serve in the Mission with the rank he holds in the United States Army but shall have precedence over all Iranian Army officers of the same rank. Each member of the Mission shall be entitled to all benefits and privileges which the regulations of the Iranian Army provide for officers of corresponding rank of the Iranian Army. Members of the Mission shall wear the United States Army uniform with a shoulder sleeve insignia indicating service with the Iranian Army.

Article 11. Members of the Mission in case of violation of the laws and regulations of the Iranian Government, may be separated from the service of the Iranian Army and in such case will have only the right to draw travel expenses back to America.

Article 12. In the normal execution of their duties as defined in Article 8 and 9, the Chief of the Mission, and other members when so directed by him, are authorized to visit and inspect any part of the Iranian military establishment, and officers in authority shall facilitate such inspections and make available plans, records, reports, and correspondence as required. Members of the Mission will not concern themselves with secret matters except when it is essential to their duties and then only with the approval of the Ministry of War. Each member of the Mission has the obligation not to divulge or in any way to disclose to any foreign government or any person whatsoever any secret or confidential matter of which he may have become cognizant

ماده ۱۰ ــ هریك از اعضاء هیئت با همان درجه ایکه درارتش امریکا دارد خدمت خواهد کرد ولی برتمام افسران همدرجه خود در ارتش ایران، ارشدیت خواهد داشت. هریك ازاعضای هیئت از تمام امتیازات و مزایائی که بنبا بـــر مقررات داخلی ارتش ایران برای افسران همدرجه او تعیین شده است برخوردار میگردد . اعضای هیئت لباس متحد الشکل ارتش امریکا رابرتـــن خواهند کرد وعلامت مخصوص خدمت درارتش ایران رادرمنتها الیه آستین نزدیك شانه نصب خواهند نمود .

ماده ۱۱ ــ اعضای هیئت در صورت تخلف ازقوانین و مقررات دولت ایران ممکن است از خدمت ارتش ایران معاف گردند در اینصورت فقط استحقاق دریافت هزینه مراجعت بامریکارا خواهند داشت .

ماده ۱۲ ــ بطوریکه در مواد ۸ و ۹ توضیح داده شده رئیس هیئت وسایر اعضاء (بدستـــور رئیس هیئت) مجازند دراجرای وظایف عادی خود هرقسمت ارتش ایران را بازرسی کنند و افســـران متصدی این قسمتها بایستی در مورد بازرسیهای مذکور تسهیلات لازمه فراهم آورند وطرح ها و برونده ها و گزارشها و مکاتبات مورد نیازرا در دست رس آنها بگذارند . اعضای هیئت هیچگونه دخالتی درامور سری نخواهند داشت مگر اینکه امور مذکور با وظایف آنها بستگی ضروری داشته باشد ودر اینصورت منحصرا طبق دستور وزارت جنگ ایران خواهد بود . هرعضو هیئت متعهد است هیچگونه مطالب سری یا محرمانه راکه از لحاظ سمت خـــود در عضویت هیئت از آن آگاه میشود بهیچ دولت خارجی و یا هرکس که باشد از هیچ طریق اظهار

in his capacity as a member of the Mission. This obligation shall continue in force after the termination of the services of the member or the mission and after the expiration or cancellation of this agreement.

TITLE IV - COMPENSATION AND PERQUISITIES

Article 13. Members of the Mission shall receive from the Government of Iran such fixed annual compensation and emoluments, payable in American currency or dollar draft or check, allowances as may be agreed upon between the Government of the United States of America and the Government of Iran for each member. Such compensation and emoluments shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation and emoluments shall not be subject to any tax, now or hereafter in effect, of the Government of Iran or of any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect such compensation and emoluments, such taxes shall be borne by the Ministry of War of Iran, in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

Article 14. The compensation and emoluments indicated in the preceding article shall commence for each member of the Mission upon arrival in Iran and, except as otherwise expressly provided in this agreement, shall continue, following the termination of duty with the Mission, or following the termination of the Mission under Article 4 of this agreement, likewise for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due

و افشاء ننماید . این تعهد پس از خاتمه خدمت عضو یا هیئت و پس از انقضاء یا الغاء این قرارداد نیز بقوت خود باقی خواهد ماند .

عنوان چهارم ــ پاداش و مـــزایـــا

ماده ۱۳ ــ هریك از اعضاء هیئت سالیـــانه مبلغی مقطوع بعنوان پاداش با موافقت بین دولتین ایران و امریکا بپول رایج امریکا یا حواله دولار و یا چك دریافت خواهد نمود . این پاداش در ۱۲ قسط ماهانه متساوی هرقسط در آخرین روز هرماه پرداخت خواهد شد . مالیاتهای جاری که ازطرف دولت ایران یا تشکیلات اداری و سیاسی آن اکنون وضع شده ویا اینکه بعدا وضع خواهد شد شامل پاداش اعضاء هیئت مزبور نخواهد گردید معهذا چنانچه فعلا یا تا موقعیکه این پیمان معتبر باشد مالیاتی وضع گردد که شامل این پاداش نیز بشود این قبیل مالیاتها برای اینکه با مفاد این ماده قابل مطابقت باشد از طرف وزارت جنگ پرداخت خواهد شد تا باین ترتیب پاداشهای مورد موافقت بطور خالص پرداخت شود .

ماده ۱۴ ــ پاداشهای مذکور در ماده قبـــل درمورد هریك از اعضاء هیئت از بدو ورود بایران شروع خواهد شد و بجز در مواردیکه صریحـــا در قرارداد حاضر بنحو دیگر ذکر شده باشـــــد تا خاتمه انتصاب او به هیئت و یا خاتمه خدمت هیئت بموجب ماده ۴ این قرارداد برای مدت مراجعت بامریکا و بعد از آن و در مورد مرخصـــی متراکم بهریك از اعضاء هیئت قابل پـــرداخت خواهد بود .

the member.

Article 15. The additional compensation and emoluments due for the period of the return trip and accumulated leave shall be paid to each member of the Mission before his departure from Iran and such compensation and emoluments shall be computed for travel by the shortest route usually travelled to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

Article 16. During the period of the present national emergency in the United States of America, expense of transportation of each member of the Mission and his household effects, baggage and automobile from and to the United States of America shall be paid by the Government of the United States of America. If the period of this agreement extends beyond the date on which the national emergency in the United States of America is terminated, notification of the termination of the national emergency having been communicated to the Government of Iran in writing by the Government of the United States of America, expenses (except in case a member is replaced with less than two years service in the Mission for the convenience of the Government of the United States of America) for transportation of each member of the Mission and his household effects, baggage and automobile shall be paid by the Government of Iran. First-class accommodations for travel will be furnished the members of the Mission via the shortest usually traveled route between the port of embarkation in the United States of America and their official residance in Iran, both for the outward and return journey.

Article 17. At any time during the

ماده ۱۵ ـ پاداشهای اضافی مربوط به مدت باز گشت بامریکا و مرخصی متراکم میبایستی قبل از حرکت هریك از اعضاء هیئت درایران پرداخته شود و ماخذ احتساب این پاداش ها قطع نظر از راه و وسیله مسافرتی که عضو هیئت بکار برد کوتاه ترین راهی خواهد بود که به بندر ورودی امریکا منتهی و معمولا مسافرت از آن راه انجام میگیرد .

ماده ۱۶ ـ در طی دوره بحران ملی که فعلا در کشورهای متحد امریکا حکمفرماست هزینه سفر هریك از اعضاء و هزینه حمل اثاثیه منزل و بنه و اتومبیل او از کشورهای متحد بایران و از ایران بکشورهای متحد توسط دولت کشورهای متحد امریکا پرداخته خواهد شد . چنانکه مدت این قرارداد از تاریخی تجاوز نماید که بحران ملی کنونی درکشورهای متحده خاتمه یابد پس از اعلام خاتمه این بحران ملی کتبا از طرف دولت کشورهای متحد بدولت ایران (باستثنای مورد عضوی که کمتر از دوسال سابقه خدمت در هیئت را دارد و بنا بمصالح دولت امریکا با عضو دیگری مبادله میشود) هزینه حمل ونقل هرعضو و اثاثیه منزل و بنه و اتومبیل او از طرف دولت ایران پرداخت خواهد شد . وسائل درجه اول مسافرت برای کوتاه ترین راهی که معمولا مسافرت مابین بندرخروجی کشورهای متحد امریکا و محل اقامت رسمی عضو در ایران صورت میگیرد هم برای مسافرت بایران و هم در مراجعت بامریکا تامین خواهد شد .

ماده ۱۷ ـ در هر موقع در طی مدت

period of this agreement, as may be elected by each member, the family of each member of the Mission shall be furnished by the Government of Iran with first-class accommodations for travel, via the shortest usually traveled route between the port of embarkation in the United States of America and the official residence of the member in Iran, both for the outward and for the return journey. Throughout this agreement the term "Family" is limited to mean wife and dependent children.

Article 18. Compensation for transportation and travel expenses on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the travel regulations of the Iranian Army.

Article 19. In addition to the United States Government transportation available to the Mission, the Government of Iran shall place other means of transportation (vehicle and aircraft) at the disposal of the Mission, when deemed necessary for the performance of official duties and will provide one third of the gasoline and oils required for the United States Government vehicles at the disposal of the Mission, as determined by the Chief of the Mission. The number and type of United States Government vehicles shall be determined by the War Department of the United States of America and authority is granted for the entry and exit from Iran, in accordance with the existing law, of one United States Army aircraft with crew as considered necessary by the Chief of the Mission, in the performance of official duties, provided that the Chief of the Mission previously informs the Iranian authorities concerned of the matter according to existing rules and regulations of Iran. All the United States Government vehicles placed at the disposal of the Mission for operation within Iran will be subject to the laws of Iran.

این قرارداد هریك از اعضاء هیئت برحسب تمایل شخصی میتواند خانواده خودرا با وسائل درجه اولی که دولت شاهنشاهی ایران در دسترس انها خواهد گذاشت ازطریق کوتاه ترین راهی که معمولا مسافرت بین‌بندرخروجی کشورهای متحد امریکا و محل اقامت رسمی عضو درایران صورت می گیرد ازامریکا خواسته و یا بامریکا مراجعت دهد .

در سراسر این قرارداد منظوراز کلمه (خانواده) زوجه و اولاد تحت الکفاله میباشد .

ماده ۱۸ ـ فوق العاده هزینه سفر مربوط به ماموریتهای رسمی دولت ایران بوسیله دولت ایران طبق آئین نامه های مسافرتی ارتش ایران تامین خواهد شد .

ماده ۱۹ ـ علاوه بر وسایط و وسایل نقلیه ایکه ازطرف دولت امریکا در اختیار هیئت گذاشته شده دولت ایران نیز درمورد لزوم وسایل نقلیه دیگری (اتومبیل و هواپیما) برای انجام کارهای اداری دراختیار هیئت قرار خواهد داد و دولت ایران یك سوم (ثلث) مجموع مصرف بنزین و روغن وسایل نقلیه متعلق بدولت امریکا را که دراختیار هیئت است طبق تشخیص رئیس‌هیئت تامین خواهد کرد . تعداد و نوع وسایل نقلیه دولت امریکا که دراختیار هیئت خواهد بود از طرف وزارت جنگ امریکا تعیین خواهد گشت و نیز مقرر میگردد که در موارد لزوم طبق تشخیص رئیس هیئت و با پیروی از قوانین و مقررات جاریه یك هواپیمای ارتشی امریکا با کارکنان آن برای انجام امور اداری اجازه ورود بایران وخروج از ایران داشته باشد مشروط بر اینکه رئیس هیئت قبلا طبق قواعد و مقررات ایران باولیای امور مربوطه ایران مراتب را اطلام دهد . کلیه وسایل نقلیه دولت امریکا که در داخله ایران برای عملیات در اختیار هیئت است از قوانین و مقررات ایران متابعت خواهد کرد .

Article 20. The Government of Iran shall provide for members of the Mission suitable office space and facilities such as office equipment, stenographic and clerical help, civilian interpreters and orderlies, as indicated on the table of organisation of the Advisory Department, and shall give necessary assistance for the smooth operation and improvement of the work of the Mission.

Article 21. If any member of the Mission, or any of his family, should die in Iran, the Government of Iran shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Iran shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 17. All allowances due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Government of Iran, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this article, shall be paid within fifteen (15) days of the decease of said member.

ماده ۲۰ ــ دولت ایران محل اداره و سایر تسهیلات کار ازقبیل دفتر و اثاثیه و لوازم آن و تند نویس ومنشی و مترجمین غیر نظامی و گماشته برطبق جدول سازمان اداره مستشاری برای اعضاء هیئت تهیه خواهدکرد وکمکهای دیگر بمنظور حسن اداره و سرعت جریان امور درباره ایشان مبذول خواهد داشت .

ماده ۲۱ ــ چنانچه یکی از اعضاء هیئت و یا عضو خانواده یکی از اعضاء در ایران وفات یابد دولت ایران جسد اورا بهر نقطه ای ازخاك ممالك متحد آمریکا که سایر اعضاء خانواده متوفی بخواهند انتقال خواهد داد ولی هزینه ایکه از این بابت بدولت ایران تعلق میگیرد از میزان مخارج انتقال جنازه از محل فوت تا شهر نیویورك نباید تجاوز نماید . درصورتیکه متوفی یکی از اعضای میسیون باشد تاریخ انقضای خدمت نامبرده در میسیون ۱۵ روز بعد از فوت محسوب خواهد شد . هزینه بازگشت خانواده عضو متوفی بامریکا بانضمام هزینه انتقال اثاثیه و لوازم خانه و اتومبیل طبق ماده ۱۷ مقرر خواهد گردید . مزایا و پاداشی که بعضو متوفی تعلق میگیرد بعلاوه حقوق مدت ۱۵ روز پس از مرگ و مطالباتی راجع بهزینه سفر و خرج مسافرت آن عضو مربوط بخدمات اداری هنگام خدمت بدولت ایران بزوجه عضو متوفی و یا شخص دیگری که متوفی کتبا در موقعیکه طبق مفاد این پیمان در هیئت کار میکرده تعیین نموده باشد پرداخت خواهد شد ولی بابت مدت مرخصی متراکم که متوفی از آن استفاده ننموده باشد وجهی بزوجه متوفی و یا شخص دیگر پرداخت نخواهد شد . کلیه وجوه مورد مطالبه زوجه یا سایر اشخاص که متوفی تعیین نموده باشد برحسب مقررات این ماده در ظرف مدت پانزده روز پس از مرگ عضو پرداخت خواهد شد .

Article 22. If a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of Iran, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence. Families will enjoy the same privileges agreed upon in this article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

TITLE V - STIPULATIONS AND CONDITIONS

Article 23. Each member of the Mission shall be entitled to one months annual leave with pay, or to a proportional part thereof with pay for any fractional part of the year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission. This leave may be spent in Iran, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this agreement shall be borne by the member of the Mission taking such leave. All travel time on leave shall count as leave. The Government of Iran agrees to grant the leave herein specified according to the written application approved by the Chief of Mission with due consideration for the convenience of the Government of Iran.

ماده ۲۲ ــ چنانچه عضوی از اعضاء هیئت مریض شود و یا آسیبی ببیند نامبرده به صوابدید رئیس هیئت پس از مشاوره با وزارت جنگ ایران در بیمارستانی که رئیس هیئت مناسب بداند بستری خواهد گردید وکلیه هزینه هائی که در اثر این کسالت یا آسیب ایجاد گردیده تامدتی که بیمار عضو هیئت و درایران میباشد بوسیله دولت ایران پرداخته خواهد شد . چنانچه عضو بستری افسر باشد هزینه خوراك او بوسیله خودش پرداخته خواهد شد . خانواده های اعضای هیئت نیز از مزایای مذکور در این ماده که برای اعضاء هیئت مورد موافقت واقع شده استفاده خواهند نمود بجز اینکه عضو هیئت در هرمورد هزینه خوراك ایام بستری بودن خانواده خودرا خواهد پرداخت . هرعضو هیئت که بر اثر ناتوانی ممتد جسمانی قادر نباشد وظائف محوله را انجام دهد تعویض خواهد شد .

عنوان پنجم ــ مقررات و شرایط

ماده ۲۳ ــ هرعضو هیئت سالیانه استحقاق استفاده از یکماه مرخصی با حقوق و یا جزئی از آنرا در سال بتناسب ایامی که خدمت نموده با دریافت حقوق خواهد داشت . هرقسمت از مرخصی مذکورکه استفاده نشده باشد تامدتی که عضو درهیئت مشغول خدمت است سال بسال قابل جمع میباشد . این مرخصی ممکنست درایران یا در امریکا یا کشورهای دیگر گذرانده شود ولی هزینه سفر و حمل ونقل که بوجه دیگری دراین قرارداد مذکور نشده باشد بعهده عضوی که از مرخصی استفاده میکند میباشد . کلیه مدت مسافرت در استفاده از مرخصی جزو مدت مرخصی محسوب خواهد شد . دولت ایران موافقت دارد مرخصی مصرحه در این قرارداد را طبق تقاضای کتبی که بتصویب رئیس هیئت رسیده باشد با در نظر گرفتن مقتضیات دولت ایران عطا نماید .

Article 24. So long as this agreement, or any extension thereof, is in effect, the Government of Iran shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Iranian Army, except by mutual agreement between the Government of the United States of America and the Government of Iran.

Article 25. The Government of Iran shall grant exemption from custom duties or other imports on articles imported into Iran by members of the Mission for their personal use or the use of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or the Charge d'Affairs, ad interim, and from all export duties on articles purchased in Iran for their personal use or the use of their families. The Government of Iran shall grant free and unrestricted passage of mail to and from members of the Mission from and to the United States when transportation of such mail is furnished by the Government of the United States of America. The Chief of the Mission is responsible that no contraband is sent or received by members of the Mission or their families.

IN WITNESS WHEREOF, the undersigned Mahmoud Djam, Minister of War of Iran, and George V. Allen Ambassador Extraordinary and Plenipotentiary of the United States of America, have signed this agreement in duplicate in the English and Persian languages, at Tehran, this sixth day of October one thousand nine hundred and forty seven.

Geo. V. Allen
Ambassador of the United States of America.

- 10 -

ماده ۲۴ ـ تا مدتی که این قرارداد یا تمدید آن
خیر است دولت ایران هیچگونه مامورین هیچ دولت
رجی دیگر را برای انجام هیچگونه وظایف مربوط
ت ایران لستخدام نخواهد نمود مگر با توافق
ر مشترک مابین دولتین کشورهای متحد امریکا
ـــران ۰

ماده ۲۵ ـ دولت ایران اشیاء و لوازم راکه
ضای هیئت برای مصرف شخصی یا مصـــرف
نواده خود بایران وارد مینمایند از حقـــوق
ه یا عوارض دیگر معاف خواهد نمود مشـــروط
که درخواست ورود معافی با تصویب سفیـــر
ر امریکا و یا کاردار موقت امریکا باشد و نیز
یاء و لوازمی راکه درایران برای مصرف شخصی
ف خانواده خود خریداری و خارج مینمایند
کلیه حقوق گمرکی معاف خواهد ساخت ۰ در
ورتیکه دولت کشورهای متحد امریکا وسیله نقلیه
ت ارسال مراسلات و بسته های پستی که از
رف اعضای هیئت بامریکا و یا بعنوان آنهـــا
ردد مشود تامین نماید دولت ایران انرا ازعوارض
تی معاف خواهد نمود و بلامعارض اجازه عبور
اهد داد ۰ رئیس هیئت مسئول خواهد بود که
طرف اعضای هیئت یاخانواده انها هیچگونه کالا
ای قاچاق بخارج فرستاده نشده وازخاک دریافت
گردد ۰

برای گواهی مراتب فوق امضاء کنندگان زیر
محمود جم وزیرجنگ دولت شاهنشـــاهی
یران و جرج و ۰ الـــن
نفیرکبیر کشورهای متحد امریکا این قرارداد را
ورد ونسخه بزبانهای انگلیسی وفارسی درتهران
تاریخ ۱۳ مهرماه ۱۳۲۶
امضاء مینمائیم ۰ محرم وزیرجنگ

M. Djam

- ۱۰ -

GPO 8817

RESTRICTED

Telegram Received

From: Moscow (via Dept) Date: February 6, 1948

No.: No Number

Code: Restricted Received: February 7, 11 AM

Relay from Moscow.

"213 Feb. 5, 3 P.M.

Reurtel 146 Feb. 4 follows text summary Sadchikov's note to Iran Govt as printed PRAVDA Feb. 2.

"Sadchikov Jan. 31 handed Iran Govt note containing large number facts attesting Amer. Mil advisors play decisive role Iran in questions concerning armed forces Iran and are active in direction tending transform territory Iran into mil strategic base USA.

(1) Under leadership Amer mil advisers Iran army is reequipped with same type Amer arms with which US reequips Turkish army, arms for Iran army being delivered from USA on credit.

(2) At beginning 1947 Amer Military Adviser General Grow worked out plan for re-organization Iran army. Plan approved by Shah became basis for organization armed forces Iran.

(3) Working under General Staff Iran is special committee including Amer advisers for redrafting all fundamental codes Iran army on American models.

(4) Amer advisers had worked out plan for re-organizing Irans war industry providing for re-equipment Iran war plants on basis Amer technology so re-equipped plants could produce and repair arms Amer type.

(5) At request Amer military advisers and under their leadership large airfield built in city KUM, equipped with American machines. Judging from size airfield and special interests Amer advisers in building field it is obviously intended not for Iran airforce. In this connection one cannot but note fact Amer reps have built underground gasoline storage facilities in Southern Iran.

(6) In recent months there has been mass inundation Iran by various Amer advisers and other Amer reps; American reps settling down not only in army but other organizations, institutions particularly concerning civil air fleet, "Irantur" Airplane Corporation, etc. Amer officers occupy virtually leading posts in instution.

(7) One cannot also fail note restoration former Amer mil. settlement and four barracks in Tehran and their transfer to Amer mil mission from which it follows that arrival in Iran of considerable contingents Amer officers, men expected.

Note also produces actual proof activity Amer mil mission in Iran may create danger to borders USSR. Thus for example fortifications along Soviet border being built under direction Amer officers Iran; there is special mission attached General Staff and working with participation Amer advisers, drafting plans and directing construction new airfields, improvement existing ones; greatest attention paid building airfields in areas bordering on USSR. Of late trips and flights Amer advisers into areas bordering USSR have become more frequent with alleged purpose of inspecting Iran army and police units, whereas in reality trips, flights Amer advisers are used for photographic reconnaissance and military scrutiny Iran border etc.

Note declares all above indicated facts incompatible with principles good-neighborly relations proclaimed by Soviet-Iran treaty Feb. 26, 1921 and Sov govt expects Iranian govt take immediate steps rectify existing abnormal situation."

Ambassador Iran states his govt confirms foregoing substantially conforms text Soviet Note.

Smith"

Marshall

Dec-SBerry

Tehran, February 7, 1948

Excellency: §

I have the honor to refer to our conversation two weeks ago regarding the question of cooperation between the Iranian authorities and the American Mission to the Iranian Gendarmerie. I have now received instructions from my Government on this subject and am glad to be able to give you my Government's point of view as follows:

When the existing agreement for the establishment of the United States Mission to the Iranian Gendarmerie was drafted, in 1943, the Iranian authorities requested the inclusion of a provision (Article 20) requiring the Chief of the United States Mission to be appointed to act, under the Minister of Interior, as head of the Iranian Gendarmerie. The Cabinet officers at that time who were specifically concerned with the drafting were His Excellency Ali Asghar Hekmat, Minister of Justice, and His Excellency Saed Mohammad Tadayon, Minister of Interior.

My Government accepted the Iranian Government's request in this regard because of the American desire to do whatever it could to meet the Iranian Government's needs and wishes.

It has come to my Government's attention that the new commander of the Iranian Gendarmerie, General Kupal, has received instructions to act as sole commander of the Gendarmerie and therefore to disregard the provisions of Article 20, although this article, as stated above, was included in the original agreement at the direct request and I believe insistence of the Iranian authorities.

My Government now wishes to be informed whether the Iranian Government desires to abrogate the agreement of November 27, 1943. If so, the American military personnel

detailed

UNCLASSIFIED

§ Transmitted to Department with Despatch No. 265, September 16, 1948

detailed to the Ministry of Interior will be directed by me to terminate their services forthwith.

If the Iranian Government desires the Government of the United States to detail American military personnel to the Iranian Government to act in a purely advisory capacity, my Government is prepared to consider such a request. Favorable action by my Government in this regard, however, would depend upon a satisfactory explanation of the unilateral action by the Iranian Government in abrogating the provisions of Article 20, and upon a clarification of the proposed duties and responsibilities of the American officers who might be detailed in future to the Gendarmerie.

If the Iranian Government desires the deletion of Article 20 in the existing agreement, this might be accomplished by an exchange of notes.

It is to be assumed that the Iranian decision whether to request a resumption of the activities of the Mission will be made in Iran's own national interest and not because of extraneous foreign consideration.

My Government would welcome an early indication of the Iranian Government's desires in the foregoing regard.

Accept Excellency, the renewed assurance of my highest consideration.

(signed) George V. Allen

His Excellency

Mr. Ibrahim Hakimi,

President of the Council of Ministers,

Tehran.

SECRET

Memorandum

Subject: Grow Mission Contract April 26, 1948

On October 6, 1947, Ambassador Allen and Mr. Mahmoud Djam, at that time Minister of War, signed a revised agreement covering the United States Military Mission with the Iranian Army.

The former agreement dating from 1943 had not expired, but had been renegotiated as a result of instructions received in late August from the Department of State. These instructions had referred to a resolution passed by the United Nations General Assembly in 1946 at the instigation of the U.S.S.R. whereby all members were called upon to report to the United Nations any instances in which they maintained troops on the territory of any other member nation and to file with the organization the agreements covering the stationing of such troops. The Department's telegram stated that (unlike the 1943 agreement covering the Gendarmerie Mission) the Military Mission agreement had never been made public and that it might prove embarrassing to do so in view of the broad authority granted the Mission. The Embassy was accordingly instructed to negotiate a new agreement as soon as possible for presentation at the September session of the General Assembly.

General Grow had already been discussing with the Minister of War the possible terms of a new contract, as it was felt in our War Department there were a number of ways in which the existing contract could be improved upon. The negotiation of the new draft was accordingly not a matter of any great difficulty.

As stated above, the revised agreement was signed on October 6, by Mr. Allen and Mr. Djam, who had been designated by Prime Minister Qavam for this purpose. Qavam also informed Mr. Allen that the Government had authority under the basic law of 1943 to renegotiate the agreement without referring it to the Majlis.

At the time, our reasons for wishing to renegotiate the agreement were fully explained to the Iranian Government, which gave its consent to the publication of the new agreement. It was understood here that it would be released by the Department at the time of its submission by the Department to the Secretary General of the United Nations.

Nothing more was heard until late December, when press dispatches from Lake Success carried an announcement that the agreement had been signed on October 6. Apparently, the State Department had not made any release to the press, which had learned about the agreement in a routine way from the U.N. Secretariat. The announcement caused quite a sensation here, and allegations were made in the press and in the Majlis that the Government was concluding secret agreements with foreign powers and also that it had exceeded its authority in not submitting the Military Mission agreement to the Majlis for ratification. The furore was added to when the Soviet Embassy, which presumably had received the text of the agreement from Lake Success via Moscow, published it in full in its daily Russian and Persian news bulletin.

The Embassy did all that it could to explain the reasons for the renegotiation of the contract and to stress that there was no desire on anyone's part to keep the matter a secret. Some damage, however, had already been done, and it was against this background that the Soviet notes of January 31, and subsequent regarding the activities of the Mission were sent to the Iranian Government.

On March 1, 1948, the Department telegraphed us that the Iranian Embassy in Washington had unexpectedly proposed the renegotiation of certain clauses in the agreement of October 6. These changes are substantially the same as those proposed to us recently by the Iranian Foreign Office, and you are familiar with the instructions we have received from the Department in this connection.

American Embassy,
Tehran, Iran, June 9, 1948.

Excellency: §

I have the honor, with reference to the conversations which we have recently had relative to the United States Military Mission with the Imperial Iranian Gendarmerie, to inform your Excellency that my Government is transferring the present Chief of Mission, Brigadier General H. Norman Schwarzkopf, to other important duties. It is anticipated that he will be leaving Iran on or about June 20.

In view of the stage of organization which the Imperial Gendarmerie has attained as a result of General Schwarzkopf's leadership of the mission, the Government of the United States proposes that, if agreeable to the Government of Iran, Article 20 of the agreement covering the assignment of the Gendarmerie Mission be amended upon General Schwarzkopf's departure to provide that the command function now exercised by the Chief of Mission be deleted. The Mission would thereby become advisory only.

I shall look forward to learning at an early date the views of the Iranian Government with regard to this proposal.

Accept, Excellency, the renewed assurances of my highest consideration.

(signed) John C. Wiley

His Excellency
Moussa Nouri-Esfandiari,
Minister for Foreign Affairs,
Tehran.

UNCLASSIFIED

§ Transmitted to Department with Despatch No. 265, September 16, 1948

SECRET

Telegram Sent

To: Department | Date: August 26, 1948

No.: 1003

Code: Secret | Charged to: WDC

1003. August 26, 7 p.m.

Milatt and I lunched privately with High Staff Officer today. He says Razin, Sov Milatt, before his return to Russia made representations to him identical with those made to PriMin by Sov Amb (Emtel 924 Aug 5).

Razin said in substance: "We are dispersing our industry all over USSR in anticipation of hostilities. These preparations are entirely adequate save in one respect. We cannot disperse Baku. The vast petroleum output of Baku is essential to all parts of Russia. We are not afraid of Iranian Army as such but we are afraid of American attack on Baku through Iran. Therefore, we cannot permit the Iranian Army to be integrated with US Army. The Arms Credit Program must therefore be cancelled and the American military advisers must go. If action in this sense is not taken by Iran on basis our representations, we shall be obliged to use other methods."

I remarked to HSO that the conclusion of Razin's remarks sounded like a threat. Did Sadjikov similarly threaten PriMin? HSO replied that identical threat was made to PriMin.

HSO conveyed no impression of perturbation over situation but obviously seeks to use it as pressure on us for more tank ammunition under arms program. HSO has received anguished telegram on this subject from Shah, and states Shah will desire to see me soonest after his return in order take up this subject.

In conclusion, HSO states Sov propaganda most active. Wherever bread shortage Sovs agitate villages alleging wheat and flour grains have been sent USA in order pay arms program.

Wiley

UNCLASSIFIED -1-

September 11, 1948

No. 3526 §

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and concerning the revision of article 20 of the employment contract of the American Military Mission with the Imperial Iranian Gendarmerie has the honor to state that the Imperial Government authorities concerned agree to the amendment of the said article as stated hereunder:

"The Minister of Interior will appoint the Chief of the Mission as Advisor to the Ministry of Interior for affairs relative to the Imperial Gendarmerie for the period of this contract, and his services shall be purely of an advisory nature. To enable him to make competent and comprehensive recommendations, the Commanding General of the Gendarmerie shall make all information concerning the organization and training affairs of the Gendarmerie available to the Mission. The said Mission may make such inspections and investigations as may be necessary for it to propose recommendations relating to organization and training affairs. The mission shall submit such recommendations through the Commanding General of the Gendarmerie to the Ministry of Interior".

The Imperial Ministry of Foreign Affairs requests the Embassy's courtesy in advising this ministry of the agreement of the United States authorities concerned with regard to the above-mentioned amended article.

Embassy of the United States of America,

Tehran.

[Transmitted to Department with Despatch No. 265, September 16, 1948

The Iranian Ministry of Foreign Affairs to the American Embassy

نمونه ۸

وزارت امورخارجه

یادداشت

وزارت امورخارجه شاهنشاهی بااظهارتعارفات خود بسفارتکبرای کشورهای متحدهٔ امریکاراجع به تجدید نظر درمادهٔ ۲۰ قرارداد استخدام هیئت مستشاری امریکائی درژاندارمری شاهنشاهی ایران احتراما اشعارمیدارد ۰ مقامات مربوطه دولت شاهنشاهی بااصلاح مادهٔ مزبور بشرح زیر موافقت دارند :

((وزیرکشور رئیس هیئت را بسمت مستشار وزارت کشور درامورمربوطه بژاندارمری شاهنشاهی ایران برای مدت این قرارداد منصوب خواهد نمود وخدمت اوصرفاجنبهٔ مشورتی خواهد داشت برای اینکه نامبرده بتواند پیشنهادهای شایسته وجامعی — بنماید فرماندهکل ژاندارمری تمام اطلاعات مربوطه بامورسازمانی وتعلیماتی ژاندارمری رادردسترس هیئت خواهد گذاشت هیئت نامبرده ممکن است بازرسیهاوتحقیقاتی راکه برای دادن پیشنهادات درامورسازمانی وتعلیماتی لازم بداند بعمل آورند ۰

هیئت پیشنهادات مزبوررا بوسیلهٔ رئیس‌کل ژاندارمری به وزارت کشورارسال — خواهد داشت))

وزارت امورخارجه شاهنشاهی ازآن سفارتکبرای خواهشمنداست موافقت مقامات مربوطه کشورهای متحده امریکارا نسبت به مادهٔ اصلاحی بالا بوزارت امورخارجه اعلام فرمایند

سفارتکبرای کشورهای متحدهٔ امریکا — تهران

96912—49 (1)

UNCLASSIFIED -1-

No. 347

Tehran, Iran, September 13, 1948.

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and with reference to the Ministry's note No. 3526, dated September 11, 1948 relative to the revision of Article 20 of the agreement covering the United States Military Mission with the Imperial Iranian Gendarmerie has the honor to inform the Ministry that the Government of the United States is agreeable to the amendment of this article in the terms given in the Ministry's note under acknowledgment, namely:

"The Minister of Interior will appoint the Chief of the Mission as Advisor to the Ministry of Interior for affairs relative to the Imperial Gendarmerie for the period of this contract, and his services shall be purely of an advisory nature. To enable him to make competent and comprehensive recommendations, the Commanding General of the Gendarmerie shall make all information concerning the organization and training affairs of the Gendarmerie available to the Mission. The said Mission may make such inspections and investigations as may be necessary for it to propose recommendations relating to organization and training affairs. The Mission shall submit such recommendations through the Commanding General of the Gendarmerie to the Ministry of Interior.

As previously agreed, this revised Article 20 will be affective as of June 20, 1948.

The Embassy avails itself of the opportunity to renew to the Imperial Ministry the assurances of its highest consideration.

The Imperial Ministry of Foreign Affairs,
Tehran.

§ Transmitted to Department with Despatch No. 265, September 16, 1948

TRANSLATION *

Date of Note: Sept. 20, 1948

MINISTRY OF FOREIGN AFFAIRS

Number: 3471

NOTE

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to state that inasmuch as the agreement for employment of the American Advisory Mission in the Imperial Ministry of War expires on March 20, 1949 (Esfand 29, 1327) and as provided by Article 3 of the said Agreement in case the Imperial Government should desire to extend (the period of) their service, it should express its desire in writing before September 21, 1948 (Shahrivar 30, 1327), it is, therefore stated that, as the Embassy has already been informed verbally, the Imperial authorities are, in principle, in accord with the extension of the said Agreement for a period of one more year as of March 20, 1949 (Esfand 29, 1327).

Of course this concurrence is a matter of principle and of a general nature and the amendments (of the agreement) which are under discussion will be made by mutual consent.

SEAL OF MINISTRY OF FOREIGN AFFAIRS.

Embassy of the United States of America,

Tehran.

* Transmitted to Department as enclosure to Despatch No.4, January 6, 1949. Certified copies transmitted to Department with Despatch No. 69, March 7, 1949.

SECRET

Excerpt from Memorandum

Subject: Army Mission Contract September 25, 1948
To : The American Ambassador, Tehran

"1. On 23 September General Razmara informed me that he had a long discussion with the Shah concerning our contract. The Shah stated that he would ask the Foreign Office to ask the U. S. Government for renewal of the contract with two changes. The background of the request for changes is that the Majlis must OK the contract. The present contract was signed while the Majlis was in session but was not presented to the Majlis. Apparently the government feels that the renewal must be presented to the Majlis...

"2. The only important change is Article 24. Razmara assured me that both he and the Shah realize that the present article is a protection to the Iranian Government, but they state that the Majlis will not agree to its inclusion. They suggest the article be thrown out altogether and that there be an exchange of notes in which the Iranian Government will agree not to employ any other foreign army advisors without our concurrence..."

(signed) R W Grow
Major General, USA

Enclosure # 2 to Despatch No. 4 from American Embassy, Tehran, Iran dated January 6, 1949.

American Embassy,

Tehran, Iran, December 20, 1948.

No. 555

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to refer to the Ministry's note No. 3471 dated September 20, 1948, relative to the renewal of the agreement covering the United States Military Mission with the Iranian Army, and subsequent conversations on the subject between various representatives of the Imperial Iranian Government and of this Embassy.

In its note of September 20, 1948 the Ministry states that the Iranian Government desires to have the agreement extended for a period of one more year upon its expiration on March 20, 1949, but that certain modifications in the text are to be the subject of further discussions. These discussions have now taken place and it is the Embassy's understanding, based upon oral assurances received from representatives of the Iranian Government, that the Iranian Government has now decided that the contract should be renewed without change. It is also understood that the Embassy will shortly receive a written communication to this effect.

As the Imperial Ministry will recall, Article 3 of the agreement provides that if the Government of Iran should desire that the services of the Mission be extended beyond the stipulated period (i.e. after March 20, 1949) it shall make a written proposal to that effect prior to September 21, 1948, and that the Government of the United States of America shall act upon such proposal prior to December 21, 1948. The Embassy accordingly takes this opportunity of informing the Imperial Ministry that the Government of the United States is agreable to the extension of the agreement as requested by the Iranian Government, provided that the agreement is renewed without change.

The Embassy avails itself of the opportunity to renew to the Imperial Ministry the assurances of its highest consideration.

THE IMPERIAL MINISTRY OF FOREIGN AFFAIRS,

TEHRAN

CONFIDENTIAL

Department — December 23, 2 p.m.

1184

Confidential — December 24, 1948

URGENT

1184. December 23, 2 p.m.

Dept has discussed with Wiley (Urtel 1416 Dec. 17) suggestion second para Deptel 1170 Dec. 16 which was made in light embarrassing press stories following delayed filing text Armish agreement with UN last Dec. Agree omission press release but routine notification to UN necessary because of (1) Article 102 UN Charter, (2) UN GA Resolution Dec. 1946 requiring publicly expressed consent recipient govt to presence foreign military personnel. In addition US International agreements must be published in statutes at large.

We envisage simple exchange of notes Iran requesting and Emb. agreeing extension Armish contract followed by routine notification to UN without undue delay.

Lovett

Translation

MINISTRY OF FOREIGN AFFAIRS

Number: 5417 *December 29, 1948*

NOTE

The Imperial Ministry of Foreign Affairs presents its compliments to the United States of America and pursuant to Note #3471 [1] of Shahrivar 29, 1327 (Sept. 20, 1948) concerning the extension of the agreement [2] for the employment of the American Advisory Mission in the Ministry of War, has the honor to state that, as has been verbally pointed out, the appropriate authorities of the Imperial Government are in accord with the extension of the present agreement for the period of another year as from Esfand 29, 1327 (March 20, 1949).

Meanwhile, the phrase "American officers and enlisted men" mentioned in the present agreement is to be changed to the phrase "American officers and non-commissioned officers". It is requested that the Ministry of Foreign Affairs be kindly notified of the agreement of the appropriate United States authorities regarding the aforementioned matter.

MINISTRY OF FOREIGN AFFAIRS

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

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[1] Not printed.
[2] Signed Oct. 6, 1947. Treaties and Other International Acts Series 1666.

The Iranian Ministry of Foreign Affairs to the American Embassy

نمره ۸

وزارت امورخارجه

یادداشت

وزارت امورخارجه شاهنشاهی بااظهارتعارفات خود بسفارتکبرای کشورهای متحده امریکاپیروبادداشت شماره ۳٤۷۱ مورخه ۲۹/٦/۲۷ راجع بتمدید قرارداد استخدام هیئت مستشاران امریکائی در وزارت جنگ محترماً اشعارمیدارد .

بطوریکه قبلاً هم تذکرداده شده است مقامات مربوطه دولت شاهنشاهی باتمدید قرارداد فعلی بمدت یکسال دیگرازتاریخ ۲۹ اسفند ۱۳۲۷ موافقت دارند ضمناً جمله (یک عده افسروسربازامریکائی) که درقرارداد فعلی مندرج است بجمله (یک عده افسرودرجه دارامریکائی) تبدیل میشود . خواهشمنداست موافقت مقامات مربوطه کشورهای متحده امریکارانسبت بمراتب مزبوربوزارت امورخارجه اعلام فرمایند .

سفارتکبرای کشورهای متحده امریکا

93999—49

(1)

Enclosure # 4 to Despatch No. 4 from American Embassy, Tehran, Iran dated January 6, 1949.

No. 575

American Embassy,

Tehran, Iran, January 5, 1949.

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to acknowledge the receipt of the Ministry's note No. 5417 dated December 29, 1948 relative to the extension of the agreement covering the United States Military Mission with the Iranian Army.

With respect to the Imperial Ministry's note under acknowledgment, the Embassy has been authorized to communicate to the Iranian Government the willingness of the Government of the United States to extend the agreement in question for an additional year beginning March 21, 1949.

The United States Government is also agreeable to the substitution of the phrase "non-commissioned officers" in the preamble of the agreement instead of "enlisted men" as requested by the Iranian Government.

The Embassy avails itself of the opportunity to renew to the Imperial Ministry the assurances of its highest consideration.

The Imperial Ministry of Foreign Affairs,

Tehran

CONFIDENTIAL

Excerpt from Telegram

There follows an excerpt from the Department's unnumbered confidential telegram of June 16, 1949:

"Note exchange covering US Military Mission to Iran Gendarmerie being forwarded UN shortly. This will be first time gendarmerie agreement presented for registration, since agreement was in effect at time UN Charter became operative and Art 102 was interpreted as applying to agreement coming into force after creation UN (Agreement, however, was available for purchase as public document from Govt Printing Office). Modification agreement (dropping command function) interpreted as constituting new agreement which is, therefore, subject UN registration and republication treaty series."

Webb

CONFIDENTIAL

Excerpt from Telegram

There follows an excerpt from the Department's unnumbered confidential telegram of June 16, 1949:

"... Dept on May 23 sent exchange notes covering US Military Mission to Iran Army to US Delegate UN for routine forwarding to UN Secretariat for registration. Difficult foretell time release by UN.

COPY

No. 1405.

The Iranian Ambassador presents his compliments to The Honourable The Secretary of State and has the honour to refer to his numerous discussions with Mr. Loy Henderson, former Director of the Office of Near Eastern and African Affairs, to his memorandum of August 4th, 1948, and, to repeated conversations with Mr. Satterthwaite, who succeeded Mr. Henderson; in the course of which he urged the necessity of extending:

1) Military aid to equip the Iranian Army, to render it more mobile and capable of resisting external aggression as well as to maintain internal order.

2) Financial and technical assistance to put into execution social, agricultural and industrial projects designed to raise the standard of living of the people.

thus enabling the Government to combat insiduous communistic propaganda and to continue its struggle against aggression which it had been the first and foremost to resist.

In these conversations, the Ambassador emphasized that, although his Government had kept up its resistance for the preceding two years, while under severe pressure and without material assistance, it might not be in a position to succeed in doing so much longer, unless, aid similar to that given to other freedom loving nations which were in like situation, was extended to Iran.

As a result of these representations, the need for such assistance was recognized, and, The President of the United States as well as The Secretary of State have, on several occasions in their public declarations, included Iran with Greece and Turkey, among the nations under pressure, and deserving the aid and support of the United States. It has also been noted with deep satisfaction and gratification, that, in his latest

message...

message to Congress in connection with the Military Assistance Program, The President included Iran, among the other nations, eligible for military assistance.

The Ambassador also draws attention to his recent conversations with Mr. Satterthwaite and with Mr. McGhee, in the course of which, he informed them of his Government's determination to continue unswervingly its firm policy of resistance to aggression, and to make a formal request from the Government of The United States - as leader of the freedom loving nations - for military, financial and technical assistance, under existing programs, similar to the aid extended to other freedom loving nations.

(Paragraph omitted)

Included in this amount is an item, which could well be considered as military aid, specifying the material required by the Iranian State Railways to repair damage and deterioration to its track, roadbed and rolling stock due to the incessant and heavy traffic it had to bear during the period of Allied military use; this material being necessary to rehabilitate the railroad and to render it capable of properly fulfilling its functions as the country's main artery of transport and defense. In view of the services rendered during the last war to the Allied Cause by this same railroad, and its importance for the future, it is hoped that the Government of the United States will find it possible to supply what is needed for its rehabilitation, either under the Military Assistance Program, or, as a special grant-in-aid.

The Iranian Ambassador feels confident that the request of his Government for assistance will be given favourable and sympathetic consideration; and in conveying it, he wishes again to express appreciation for the other aid already in contemplation, such as military aid under the Military Assistance Program, financial and economic aid to the Seven Year plan, by means of loans and credits through the intermediary of the Export and Import Bank and The International Bank for Reconstruction and Development; also technical and other aid available under existing measures, such as the Smith-Mundt Act, and pending measures such as the Bill to implement Point Four of the

President's Inaugural Speech.

Washington, D. C. July 29, 1949.

The Honourable Dean C. Acheson,

Secretary of State,

Department of State,

Washington, D. C.

The Secretary of State presents his compliments to His Excellency the Ambassador of Iran and has the honor to refer to the Embassy's Note No. 1405 of July 29, 1949, regarding conversations between the Ambassador and officers of the Department concerning the desire of Iran to obtain military and economic assistance.

As the Ambassador is aware, the President, in his recent message to the Congress, included Iran among those countries eligible for military assistance. The ability of this Government to provide military aid, therefore, depends upon the action taken by the Congress on the President's proposal. The Department of State, along with the Department of Defence, is continuing to urge approval of the bill by the Cogress and appropriation of the necessary funds. When and if the Congress makes this bill law, this Government will be in a position to provide certain essential needs of the Iranian military forces. It is to be noted that Iran is the only country with a favorable foreign exchange position for which military assistance has been recommended on a grant basis.

(Paragraph omitted)

... It is the opinion of this Government that early implementation of the Seven Year Program by the Government of Iran through the use of resources presently available to it is the best possible means of raising the standard of living of the Iranian people, thereby contributing to Iran's resistance to the aggression mentioned in the Ambassador's note under reference. The favorable foreign exchange position of Iran, plus the probability that Iran could supplement its own resources by obtaining credit from the International Bank, would appear to place Iran in a most advantageous position to implement fully its development program. The United States Government, as has been previously indicated to the Ambassador, would be willing to support an adequately documented Iranian application to the International Bank.

(Paragraph omitted)

This Government understands that the Iranian State Railway has suffered considerable deterioration since responsibility for its operation was returned to the Iranian State Railway Administration following its wartime use by the Allies, and it would appear that one of the most important tasks which might be undertaken under the Seven Year Plan

would be rehabilitation of the railway.

With regard to the possibility that this rehabilitation program might be linked to a military assistance program, the Congress in appropriating previous funds for military assistance, has clearly indicated its unwillingness that such funds be used for civil purposes such as railway rehabilitation. It, therefore, is the policy of this Government not to use Military Assistance Program funds, when and if appropriated by the Congress, for projects of the type suggested.

The Ambassador may rest assured that this Government will continue to give sympathetic consideration to requests of the Iranian Government for assistance and will endeavor to provide such assistance whenever the need is fully justified and cannot be met from other sources available to Iran.

A true copy of the signed original

Department of State,

Washington, September 22, 1949

ED FN S/CFA

NEA:GTI:JCKitchen:br
9/15/49

CONFIDENTIAL

Excerpt from Telegram

Third paragraph of the Department's confidential telegram No. 1002, November 10, 1949 reads as follows:

"For UR info only we do not wish tie extension Mission Contract in any official manner with existence of operation MAP. This not intended preclude augmentation Mission for purpose instr Irans re use equipment received, but we desire avoid possible inference on part Irans that end MAP (even after 2 or 3 years, assuming extension programs) would be useful or convenient time eliminate Mission."

UNCLASSIFIED

November 28, 1949

No. 1396*

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Government of Iran and has the honor to refer to the latter's Note No. 4733 of Sharivar 29, 1328 (September 20, 1949) indicating the desire of the Imperial Government to extend for one year the agreement for the employment of the American Advisory Mission to the Imperial Ministry of War.

The Embassy has been instructed to indicate that the United States Government is willing to extend this agreement without change in terms. However, the recent establishment of the United States Department of Defense (which exercises in part the authority formerly invested in the War Department) and the creation of the Air Force Department make it necessary to provide for certain slight changes in wording to comply with the legal provisions governing the structure of the United States Government at the present time.

Accordingly, it is requested that when the existing agreement is extended, the following revisions of the text be made:

1. In the Preamble, after the word "Army" insert the words "and United States Air Force." The Preamble would then read as follows:

   "In conformity with the request of the Government of Iran to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men** of the United States Army and United States Air Force to constitute a military mission to Iran under the conditions specified below:"

2. In Article 5 delete the word "initially" and after the word "Army" insert the words "and United States Air Force." Also in

* Transmitted to Dept with Despatch No. 15, Jan. 11, 1950
** This phrase is incorrect and should read "noncommissioned officers" in accordance with amendment included by exchange of notes completed January 5, 1949.

Article 5 delete the phrase "War Department" both times that it occurs and each time insert in its place the phrase "Department of Defense." Article 5 would then read as follows:

"The Mission shall consist of such numbers of personnel of the United States Army and United States Air Force as may be agreed upon by the Minister of War of Iran through his authorized representative in Washington and by the Department of Defense of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of Iran or his authorized representative and by the Department of Defense of the United States of America or its authorized representative."

3. In Article 10 after the phrase "United States Army" both times it occurs, insert the phrase "or United States Air Force." Article 10 would then read as follows:

"Each member of the Mission shall serve in the Mission with the rank he holds in the United States Army or United States Air Force but shall have precedence over all Iranian Army officers of the same rank. Each member of the Mission shall be entitled to all benefits and privileges which the regulations of the Iranian Army provide for officers of corresponding rank of the Iranian Army. Members of the Mission shall wear the United States Army or United States Air Force uniform with a shoulder sleeve insignia indicating service with the Iranian Army."

4. In Article 19 delete the phrase "War Department" and insert in its place the phrase "Department of Defense." Also in Article 19 change the phrase "one United States Army Aircraft" to read "one United States Air Force Aircraft." Article 19 would then read as follows:

"In addition to the United States Government transportation available to the Mission, the Government of Iran shall place

other means of transportation (vehicle and aircraft) at the disposal of the Mission, when deemed necessary for the performance of official duties and will provide one third of the gasoline and oils required for the United States Government vehicles at the disposal of the Mission, as determined by the Chief of the Mission. The number and type of United States Government vehicles shall be determined by the Department of Defense of the United States of American and authority is granted for the entry and exit from Iran, in accordance with the existing law, of one United States Air Force Aircraft with crew as considered necessary by the Chief of the Mission, in the performance of official duties, provided that the Chief of the Mission previously informs the Iranian authorities concerned of the matter according to existing rules and regulations of Iran. All the United States Government vehicles placed at the disposal of the Mission for operation within Iran will be subject to the laws of Iran."

It is hoped that these changes will meet with the approval of the Imperial Government of Iran and that the existing agreement may be extended with the modifications indicated.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Imperial Government of Iran the assurances of its highest consideration..

The Imperial Ministry of Foreign Affairs,

Tehran, Iran.

The Iranian Ministry of Foreign Affairs to the American Embas

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۱۳۲۸/۱۰/۲۰

وزارت امور خارجه

یادداشت

وزارت امورخارجهٔ شاهنشاهی بااظهارتعارفات خود بسفارتکبـــرای کشورهای متحدهٔ آمریکا وعطف بیادداشت شمارهٔ(۱۳۹۶) مورخ ۲۸ نوامبر ۱۹۴۹ (هفتم آذرماه ۱۳۲۸) آنسفارتکبرای راجع بتمدید قرارداد استخدام هیئت مستشاران آمریکائی در وزارتجنگ شاهنشاهی محترما اشعارمیدارد .

بطوریکه شفاها باستحضار آنسفارتکبرا رسیده است مقامات مسر بوطهٔ دولت شاهنشاهی با تمدید قرارداد نامبرده برای مدت یکسال دیگر از تاریخ ۲۹ اسفندماه ۱۳۲۸ تا ۲۹ اسفندماه ۱۳۲۹ (۲۰ مارس ۱۹۵۰ تا ۲۰مارس ۱۹۵۱) و درج عناوین جدید مؤسسات مربوطهٔ کشورهای متحده آمریکا بجای عناوین سابق بقسمی که دریادداشت فوق الذکر آنسفارتکبرا ذکر گردیده است موافقت خودشان را اعلام میدارند وزارت امورخارجه شاهنشاهی از آنـ[illegible] خواهشمنداست مراتب را باستحضار مقامات مربوطهٔ کشورهای متحده برسانند .

سفارتکبرای کشورهای متحدهٔ آمریکا

تهـــران

Translation

Date of Note: JAN. 10, 1950 (DEIMAH 20, 1328)

From: The Iranian Ministry of Foreign Affairs

Number: 7407

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and with reference to the Embassy's note No. 1396 dated November 28, 1949 (Azar 7, 1328), concerning the extension of the agreement for the employment of the American Advisory Mission in the Imperial Ministry of War, has the honor to state that, as the Embassy has been orally informed, the Imperial Government authorities concerned announce their accord with the extension of the said agreement for the period of another year from March 20, 1950 to March 20, 1951 (Esfand 29, 1328 to Esfand 29, 1329), and agree to the insertion of the new titles of the appropriate establishments of the United States of America in place of the former titles as mentioned in the above-mentioned note of the Embassy. The Imperial Ministry of Foreign Affairs requests the Embassy to be so kind as to inform the proper United States authorities in the premises.

MINISTRY OF FOREIGN AFFAIRS

TO THE EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

SECRET

Minute of Negotiations

In the course of discussions on the exchange of notes under the United States Mutual Defense Assistance Act of 1949, the representatives of the Government of the United States of America proposed the inclusion of the following provisions:

"The two governments recognize their mutual interest, consistent with mutual security and recovery objectives, in effective controls over the export of war-potential materials, equipment, and, in so far as practicable, technical data; and the two governments will consult with a view to taking measures for the accomplishment of these ends."

The representatives of the Government of Iran have stated that the Government of Iran is in full accord with the terms of this provision, and have also given assurances, on behalf of their government of the intention of the Government of Iran of cooperating with respect to the development of satisfactory controls over such war potential exports.

In view of the assurances of the representatives of the Government of Iran of the intention of the Government of Iran to cooperate in the development of such controls, and to establish such consultative procedures, the representatives of the two governments believe that it is unnecessary to include the above quoted provision in the text of the exchange of notes under the United States Mutual Defense Assistance Act.

(signed) Joseph J(illegible)
REpresentative of the Government of the United States of America.

(signed) A. A. Aram
Representative of the Government of Iran.

Dated: Washington, D. C., May 18 1950.

MUTUAL DEFENSE ASSISTANCE

Agreement between the
UNITED STATES OF AMERICA
and IRAN

- Effected by Exchange of Notes
  Signed at Washington May 23, 1950
- Entered into force May 23, 1950

DEPARTMENT OF STATE

PUBLICATION 3793

[Literal print]

UNITED STATES
GOVERNMENT PRINTING OFFICE
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Washington 25, D.C. : Price 5 cents

The Acting Secretary of State to the Iranian Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON
May 23, 1950

SIR:

I refer to the conversations which have recently taken place between the representatives of our two Governments concerning the transfer of military assistance by the Government of the United States of America to the Government of Iran pursuant to Public Law 329, Eighty-first Congress [1] of the United States of America, and to confirm the understandings reached as a result of those conversations as follows:

1. The Government of the United States of America, recognizing this principle that economic recovery is essential to international peace and security and must be given clear priority, undertakes to make or continue to make available to the Government of Iran on a grant basis such equipment, materials and services as the Government of the United States of America may authorize. The furnishing of any such assistance as may be authorized pursuant hereto shall be consistent with the Charter of the United Nations [2] and shall be subject to all of the applicable terms and conditions and termination provisions of the Mutual Defense Assistance Act of 1949 [1] and such other applicable laws of the United States of America relating to the transfer of military assistance. The two governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Iran undertakes to make effective use of assistance received pursuant to paragraph 1 for the purposes for which such assistance was furnished and will not devote such assistance to purposes other than those for which it was furnished in accordance with these understandings.

3. In the common security interest of both governments, the Government of Iran undertakes not to transfer to any person not an officer or agent of such government or to any other nation title to or posses-

[1] 63 Stat. 714.
[2] Treaty Series 993; 59 Stat. 1031.

68478—50

sion of any equipment, materials or services received on a grant basis pursuant to paragraph 1, without the prior consent of the Government of the United States of America.

4. The Government of Iran, after giving due consideration to reasonable requirements for domestic use and commercial export of Iran, which are to be determined by the Iranian Government itself, agrees to facilitate the production, transport, export and transfer to the Government of the United States of America, for such period of time, in such quantities and upon such terms and conditions as to the value, method of payment, et cetera, as may be agreed upon, of raw and semi-processed materials required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Iran.

5. (A) The Government of Iran will take appropriate measures which are not inconsistent with security and the interests of the country to keep the public informed of operations pursuant to these understandings.

(B) Each government will take such security measures as may be agreed in each case between the two governments in order to prevent the disclosure or compromise of materials, services or information furnished by the other government pursuant to these understandings.

6. The Government of Iran, except as may otherwise be agreed between the two governments, shall grant duty-free treatment and exemption from internal taxation on importation or exportation to products, property, materials or equipment imported into its territory in connection with this understanding.

7. The Government of Iran agrees to receive technical personnel of the Government of the United States of America who will discharge in its territory the responsibilities of the Government of the United States of America for implementing the provisions of these understandings and to accord them necessary facilities to observe the progress of assistance furnished pursuant thereto.

8. The two governments will, upon request to either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, material or services furnished pursuant to paragraph 1. In such negotiations, this point shall be considered that each government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any third country.

9. The two governments will, upon the request of either of them, consult regarding any matter relating to the application of these

understandings or to operations or arrangements carried out pursuant to these understandings.

10. Nothing herein shall be construed to alter, amend or otherwise modify the agreements between the United States of America and Iran, signed at Tehran November 27, 1943,[1] and October 6, 1947,[2] as amended or extended.[3]

I propose that, if these understandings meet with the approval of the Government of Iran, this note and your note concurring therein will be considered as confirming these understandings, effective on the date of your note and thereafter until one year after the date of receipt by either Government of a notification in writing of the intention of the other Government to terminate these understandings.

Accept, Sir, the renewed assurances of my high consideration.

JAMES E. WEBB
Acting Secretary of State
of the
***United** States of America*

MR. GHOLAM ABBAS ARAM,
Chargé d'Affaires ad interim of Iran.

The Iranian Chargé d'Affaires ad interim to the Acting Secretary of State

IRANIAN EMBASSY
WASHINGTON, D. C.

MAY 23, 1950

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's note dated May 23, 1950 and, upon the instructions of my Government, to draw your attention to the conversations which have recently taken place between the representatives of our two Governments concerning the transfer of military assistance by the Government of the United States of America to the Government of Iran pursuant to Public Law 329, 81st Congress of the United States of America and to confirm the understandings reached as a result of those conversations as follows:

1. The Government of the United States of America, recognizing this principle that economic recovery is essential to international peace and security and must be given clear priority, undertakes to make or continue to make available to the Government of Iran on a grant basis

[1] Executive Agreement Series 361; 57 Stat. 1262.
[2] Treaties and Other International Acts Series 1666; 61 Stat. 3306.
[3] Treaties and other International Acts Series 1941, 1924, and 2068.

such equipment, materials and services as the Government of the United States of America may authorize. The furnishing of any such assistance as may be authorized pursuant hereto shall be consistent with the Charter of the United Nations and shall be subject to all of the applicable terms and conditions and termination provisions of the Mutual Defense Assistance Act of 1949 and such other applicable laws of the United States of America relating to the transfer of military assistance. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Iran undertakes to make effective use of assistance received pursuant to paragraph one for the purposes for which such assistance was furnished and will not devote such assistance to purposes other than those for which it was furnished in accordance with these understandings.

3. In the common security interest of both Governments, the Government of Iran undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or possession of any equipment, materials or services received on a grant basis pursuant to paragraph one, without the prior consent of the Government of the United States of America.

4. The Government of Iran, after giving due consideration to reasonable requirements for domestic use and commercial export of Iran, which are to be determined by the Iranian Government itself, agrees to facilitate the production, transport, export and transfer to the Government of the United States of America, for such period of time, in such quantities and upon such terms and conditions as to the value, method of payment, etc., as may be agreed upon, of raw and semi-processed materials required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Iran.

5. (A) The Government of Iran will take appropriate measures which are not inconsistent with security and the interests of the country to keep the public informed of operations pursuant to these understandings.

(B) Each Government will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of materials, services or information furnished by the other Government pursuant to these understandings.

6. The Government of Iran, except as may otherwise be agreed between the two Governments, shall grant duty-free treatment and exemption from internal taxation on importation or exportation to

products, property, materials or equipment imported into its territory in connection with this understanding.

7. The Government of Iran agrees to receive technical personnel of the Government of the United States of America who will discharge in its territory the responsibilities of the Government of the United States of America for implementing the provisions of these understandings and to accord them necessary facilities to observe the progress of assistance furnished pursuant thereto.

8. The two Governments will, upon request to either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, material or services furnished pursuant to paragraph one. In such negotiations this point shall be considered: that each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any third country.

9. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of these understandings or to operations or arrangements carried out pursuant to these understandings.

10. Nothing herein shall be construed to alter, amend or otherwise modify the agreements between the United States of America and Iran, signed at Tehran November 27, 1943 and October 6, 1947 as amended or extended.

I have the honor to concur in the proposals made in your note and to inform you that the understandings set forth therein meet with the approval of the Government of Iran. That note and the present note, accordingly, are considered as confirming these understandings, effective on this date and thereafter until one year after the date of receipt by either Government of a notification in writing of the intention of the other Government to terminate these understandings.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

G. A. ARAM
G. A. Aram,
Chargé d'Affaires ad Interim of Iran.

His Excellency
JAMES E. WEBB,
Acting Secretary of State of the
United States of America,
Washington, D. C.

CHAPTER II

We want freedom and independence.

We donot want an army run by Americans or controlled by American advisors. A parasitic army, an army wasting Iran's resources to serve those Americans, and work for them while being controlled and trained by American advisors.

Imam Khomeini (may God bless his soul) Oct. 20. 1978

The second chapter embraces 20 documents covering the period from January 1951 to March 1954, and mainly illustrating the position of DR. Mossadegh's government on U.S. military advisory in Iran. In 1951 when Mossadegh became Iran's premier, he opposed the renewal of agreements relating to the U.S. military missons.

In 1951, the U.S. government came up with the "Military Security Program", as a basis for drawing support for nations' allied with the west, against threats from the East. The program envisaged military assistance of gratuitous nature, yet countries desiring such aids were recquired to declare their concurrence with part A-511 of the program by Jan. 8. 1952.

Mossadegh, Iran's premier at the time, in a letter dated Jan. 4. 1952, rejected the program, and declared his unwillingness to violate Iran's impartiality. In response, the U.S. disrupted the delivery of arms to Iran in early 1952, putting an end to the training program for Iranian military personnel as well. Later, the issue of American military advisors retreat from Iran was seriously brought up. In March 1952 talks were held between DR. Mossadegh and U.S. government representatives which came to no positive progress as far as the renewal of agreements was concerned. But the government of Mossadegh agreed that U.S. military missions could stay in Iran temporarily without a formal renewal of those agreements, while enjoying their past previleges. A month later, that is, on April 1952, Mossadegh's government wrote a letter to U.S. ambassador in Tehran, making commitments. As a result, American's military aids to Iran resumed, and the U.S. state Department considered Mossadegh's letter, as acceptance of a part of "U.S. Military Security Program's" conditions.

Following the fall of DR. Mossadegh's government in 1953, general Zahidi's government renewaled the U.S. military advisors' agreements.

UNCLASSIFIED

Office of Prime Minister

No. 32850*

Dated: 24-11-30
(14 Feb 1952)

To: Ministry of Finance

Payment of the salaries of American Advisors in War Ministry and Gendarmerie was discussed in session dated 16-11-30 (Feb) of the Council of Ministers. It is approved that so far as the said Advisors serve in Iran, their salaries be paid according to the Contract and approved Law.

Prime Minister

Copy sent for the information of War Ministry.

For the Prime Minister

No. 12527/35837 dated 26-11-30 (Feb. 16)

Copy sent for the information of the Advisory Dept.

For the Minister of War

Maj. Gen. Alavi Moghaddam

* Transmitted to Dept with Despatch No. 938, May 13, 1953.

RESTRICTED

Telegram Sent

To: SECSTATE Date: February 21, 1952

No.: 3210

Code: Restricted-Priority

Wife of Armish Col. Glass goes on trial Feb 23 on charge of manslaughter following auto accident ten months ago involving subsequent death of Iranian. Mrs. Glass states she was not driving auto as charged. Hence defense attorneys are confident they can show that she was not driving thereby obtaining acquittal. There would remain after such acquittal possibility that charges would be instituted against Col. Glass. Embhas been using its good offices to attempt achieve maximum justice this case.

1951 edition US Code of Military Justice says in Section 12 that "under international law jurisdiction over members of US armed forces or other sovereign who commit offenses in terr of friendly state in which visiting armed force is by consent quartered or in passage remains in visiting sovereign" and that this right may be waived only by visiting sovereign. Emb cannot find support of this statement in international law and does not believe that Armish officers and dependents, who under Armish contract enjoy no immunity from local legal processes, can expect protection of US govt beyond that extended US private citizen in Iran.

Would appreciate Dept's earliest comments in view Feb. 23 trial.

HENDERSON

RESTRICTED

Telegram Received

From: Department Date: February 22, 1952, 2

No.: 1760

Code: Restricted PRITY Received: February 23, 1952, 10

Department concurs in your view (EMBTEL 3210, February 21) that passage quoted from code of Military Justice is not applicable with reference ~~either~~ to Mrs. Glass or Col. Glass and approves position you are taking that, in absence special agreement with Iranian Government giving Armish Officers and dependents immunity from local jurisdiction in cases this type, international law does not give them such immunity.

WEBB

SECRET

Excerpt from Telegram

There follows an excerpt from Secret Embassy telegram No. 3398, March 6, 1952, signed Henderson, regarding a conversation with Prime Minister Mosadeq on March 6, 1952:

"I told him (Prime Minister Mosadeq) I wished confirmation his statement that if US Mil Mission shld remain until there cld be opportunity for oil dispute to be settled and for new Majlis to consider dispassionately problem mil advisers, it cld operate under precisely same terms and conditions as those which had prevailed during twelve mos prior expiration contract. Mosadeq said he cld confirm this statement. I asked if Min Fin cld and wld make necessary disbursements and if mbrs Mil Mission wld have same immunities, including exemption payment customs duties, as thos which had existed under contract. He replied in affirmative and said he had within last two days given Min Fin instrucs this effect. He cld solemnly assure me his promise in this respect wld be lived up to."

UNCLASSIFIED

Ministry of War

Office of the Prime Minister

No. 35790*
Dated: 17/12/30
(8 March 1952)

Memo to: Ministry of Finance

In conformity with the decision adopted by the Council of Ministers, for the payment of salary and other compensations of the US Mission officers, until when their situation should be determined, please act in accordance with the law of 1st Aban 1322 (24 Oct 1943).

Prime Minister

Copy is sent to the Ministry of War for information.

Prime Minister

No. 13598/38425.
Dated: 19/12/30
(10 March 1952)

Copy is sent to the Advisory Dept. for information.

For the Minister of War

Maj. Gen. Mazhari.

* Transmitted to the Dept with Despatch No. 938, May 13,

SECRET

Telegram Received

From: Department — Date: March 11, 1952, 6 p.m.

No.: 1913

Code: Secret PRIORITY — Recd: March 12, 1952, 7 p.m.

Department has given most careful consideration your recommendations regarding ARMISH. Principal factors which had in mind include: (A) Assurance action taken at this time will not unduly prejudice possibility eventually of obtaining written agreement under which Mission can continue; (B) Avoidance of course which unnecessarily would relieve pressures upon Mosadeq; (C) Avoidance impression US will go to any length to maintain Missions in Iran, even in absence Iranian Government desire this be done; (d) Avoidance any interim arrangement which would make it difficult for Mission to operate effectively; (e) Avoidance situation whereby subsequent withdrawal of Mission is on request of Iranian Government or as a result of Iranian Government's failure to renew written agreement would prove embarrassing to us in Iran and/or elsewhere. In latter connection, we are, of course, anxious avoid giving Soviets opportunity either use continued presence Mission as propaganda weapon or make formal representations to Iranian Government protesting Mission. Since Soviets on one occasion made formal demarche to Iranian Government regarding presence Mission even with contract, it seems unlikely they would remain silent if impression were given US forcing Mission on Iranians.

...After consulting with Defense, Department, therefore, authorizes you to accede to request of Iranians that Mission remain for time being without written agreement pending further discussions upon its status. In agreeing to such a course, however, you should make it clear to Iranians that this is purely temporary expedient and US cannot leave Mission in Iran indefinitely in absence formal agreement. US agreement to keep Mission would also be contingent upon clear, verbal understanding that its status will not be changed in interim period and that it will continue to enjoy all rights and privileges heretofore existing.

Dept's 1913, March 11, 1952, 6 p.m.

Re statement suggested by Iranian Government, Department would prefer to include following "the American Government" words "at request of Iranian authorities" in order to make this point quite clear to public. Since this is implied in statement as now drafted, Department would not insist upon addition if in your judgment statement establishes this fact in sufficient clarit

Defense concurs.

ACHESON

Excerpt from Telegram

There follows an excerpt from secret Embassy telegram No. 3503, March 13, 1952, signed Henderson, regarding a conversation with Prime Minister Mosadeq:

"1. I called on Mosadeq this morning to inform him of decision contained in Deptel 1913, Mar 11. In order ther cld be no misunderstanding I read aloud to him that portion telegram beginning qte After consulting with Defense enqte and ending qte privileges heretofore existing enqte. I also gave him English text together with Iranian translation of announcement which Dept is to make. Text reads:

qte The American Government has consented to allow the Mil Mission to remain in Iran temporarily under the same conditions heretofore so that the two Govts might have sufficient time to consult one another as regards the future of the Mil Mission enqte."

Translation of extract from ETTELA'AT, March 19, 1952 (the same report appeared in other papers of that date):*

AMERICAN MILITARY ADVISERS

Will Remain in Iran under Existing Conditions until Decision Made about their Future

In the extraordinary press conference held in the Prime Minister's office at 1:30 p.m. today, Mr. Busheri, Minister of Roads and the Government spokesman said the following:

1. The U. S. Government has agreed to allow the group of American officers to remain in Iran temporarily under existing conditions so that the two governments may have sufficient time to consult each other about their future. According to the decision of the Council of Ministers, pending final decision, their salaries and privileges will be paid in conformity with the provisions of the Law of Aban 1, 1322 (October 24, 1943).

* Transmitted to Dept with Despatch No. 938, May 13, 1953

Press Statement§

In a conversation between Ambassador Henderson and Prime Minister Mosadeq on April 24, 1952 it was agreed that the Department of State should issue the following statement to the press:

"Following an exchange of notes on April 24, 1952, between the Prime Minister of Iran and the Ambassador of the United States to Iran, it has been decided that military assistance from the United States to Iran should be continued. Shipments of military supplies by the Government of the United States will be resumed as soon as possible.

§ Text transmitted to the Department with Despatch No. 1130, April 24, 1952

Translation

[NI4
2-1/1331 [4/21/52]] THE PRIME MINISTER

His Excellency the Ambassador:

Pursuant to our conversation, I consider it necessary to inform Your Excellency that in view of financial and economic conditions my Government welcomes the aid that your Government is prepared to give us. We will back and defend the principles of the United Nations Charter [1] to the full extent that the financial resources and the general conditions of Iran permit. We will also do everything we can to strengthen our capabilities of defense and we will defend our freedom and independence with all our strength against any attack that may come from any direction.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Dr. Mohammed Mosadeq
Prime Minister

His Excellency Loy Henderson,
Ambassador of the United States of America,
Tehran.

The American Ambassador to the Prime Minister of Iran

Tehran, Iran, *April 24, 1952*

Excellency:

I have received Your Excellency's note to me of April 24, 1952, and take pleasure in informing Your Excellency that I am apprising the Government of the United States of its contents.

Accept, Excellency, the renewed assurances of my highest consideration.

Loy W. Henderson
Ambassador of the United States of America

His Excellency
Doctor Mohammed Mosadeq,
Prime Minister of Iran,
Tehran.

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[1] Treaty Series 993; 59 Stat. 1031.

41

TELEGRAM SENT

To : SECSTATE Date: July 3, 1952

No.: 00051

Code: RESTRICTED VERBATIM Charged to:
NOSEC
NIACT

Sent Dept 00051 rptd info London 11 Moscow 3 Date July 3, 1952

At noon today, July 3, during call on Fonmin he handed me Persian text of Iran Govt Note to Sov Union re US mil aid. He stated text will be made public tonight. Text follss:

"Imperial Min Fonaff presents its compliments to Emb of Govt of USSR and in reply to Note dated May 21, 1952 by Govt of USSR which HE Mr. Andrei Vishinsky, Fon Secty of that govt, personally presented to Mr. Arasteh, Imperial Govt's Amb in Moscow, and has honor to quote hereunder text of letter which Dr. Mosadeq, PriMin of Iran, wrote Mr. Loy Henderson, American Amb, on April 24, 1952.

"Mr. Ambassador,

"Pursuant to our oral conversations, I find it necessary to inform Your Excellency that: my Government, in view of its fin and econ situation, welcomes assistance which Your Excellency's Govt is prepared to extend to this country; Iran supports and defends principles of Charter of UN to extent that its resources and general conditions permit; it is also doing what it can to strengthen its defensive capabilities; and if it should be attacked from any direction, it shall defend its freedom and independence with all its might.

"I avail myself of this opportunity to renew assurances of my highest consideration. (Signed) Dr. Mohammad Mosadeq, PriMin."

"A full perusal of letter will show that Iranian govt has assumed no obligation other than what all states who are members of UN organization, including govt of USSR, have accepted and have guaranteed to observe. Therefore, there exists no justification for assumptions made by Sov govt in this connection.

RESTRICTED NOSEC

"Statements made by Mr. Busheri, Min Roads, and former spokesman of govt, are also quoted hereunder: On March 19, 1952 he said:

"American govt has agreed to permit a mission of Amer officers to remain in Iran under present terms until both govts should have sufficient time to consult with each other concerning future of said mission, and in accordance with decisions by Council of Mins it was ruled that salaries and other privileges of said mission should be paid in accordance with law of Aban 1, 1322 as long as their status has not been determined" and on Ordibehesht 7, 1331 corresponding with April 27, 1952, he said:

"As I have previously stated, military experts will continue their services until the govt makes a decision later."

"From the above statements it is quite clear that assumptions and deductions made in above mentioned note concern Iranian army and other matters contained in note have no foundation or basis whatsoever and Imperial Govt has never taken any action inconsistent with Treaty of Friendship dated Feb. 26, 1921 and govt of Dr. Mosadeq has never pursued any policy but neutrality and hopes that friendly neighborly relations happily existing between govts of Iran and USSR will be strengthened and consolidated more and more every day.

"Imperial Ministry avails itself of this opportunity to express their assurances of their highest consideration."

HENDERSON

RMMelbourne:nlm
July 3, 1952

Excerpt from Telegram

There follows an excerpt from the Embassy's confidential telegram No. 1030, September 6, 1952, signed Henderson, regarding a conversation with Prime Minister Mossadeq on September 6:

"The Prime Minister said that he was not in a position as yet to discuss renewal of a formal contract (for Genmish). His proposal was therefore that this Mission continue its work in Iran on terms similar to those under which the US Mil Mission to the Imperial Iranian Army was functioning; that is, that until a final decision cld be made, this Mis wld function under same terms and conditions as heretofore.

"... The Primin said that if it sld be decided that the services of Mis were no longer necessary, due notice wld be given so that Mis wld have time wind up its affairs in a proper manner before its departure.

"I consider that my conversation with Primin constitutes an oral, informal agreement according to which US Mil Mis to Imperial Iranian Gendarmerie shall continue to function after Oct 2, 1952 under terms and conditions under which it has functioned in past until a new formal contract is signed or until Amer Govt has received notice from Iranian Govt that its services are no longer needed."

UNCLASSIFIED

HEADQUARTERS
UNITED STATES MILITARY MISSION
IMPERIAL IRANIAN GENDARMERIE
Teheran, Iran

Gendarmerie Reference
No. T/1170

Reference No. 235
17/6/31

8 September 1952*

SUBJECT: Payment of U S.Military Mission

TO: Commanding General
Imperial Iranian Gendarmerie
Teheran, Iran

1. The current contract between the Government of the United States and the Government of Iran, which authorizes the employment of the U S Military Mission with the Imperial Iranian Gendarmerie, expires on 2 October 1952 (10 Mehr 1331). I understand that the Prime Minister has informally agreed that the Mission continue its work in Iran after 2 October 1952, on terms similar to those under which the United States Military Mission with the Iranian Army is now functioning. I understand further that the Prime Minister intends that the arrangements authorized by the current contract continue unchanged until a new formal contract is signed, or until the United States Government or the Government of Iran determines that the US Military Mission with the Gendarmerie should be withdrawn from Iran.

2. I have attached hereto a copy of a letter dispatched by the Prime Minister, then as now Dr. Mossadegh, to the Ministry of Finance, dated 14 Feb 1952 (24/11/30), which authorizes the payment of salaries of American Advisors in the War Ministry and the Gendarmerie so long as they serve in Iran and according to the terms of the contracts for their employment between the two Governments. It is my understanding that this letter constitutes the necessary authority for the Ministry of Finance to continue payment of all pay and allowances now received by, or authorized for, members of this Mission after the expiration of the formal contract on 2 October 1952.

3. Request your confirmation that pay and allowances of members of this Mission will continue to be paid according to the terms of the present contract subsequent to its expiration, so long as the Mission serves in Iran.

(signed) CHAS B McCLELLAND
Colonel, GS
Chief of Mission

* Transmitted to Dept with Despatch No. 938, May 13, 1953.

CONFIDENTIAL
(Iranian Classification)

MINISTRY OF INTERIOR
SECURITY AND ORDER DEPT

No. M 8043/N72/1780
Date: 17 September 1952*

TO: Commanding General Gendarmerie

SUBJECT: Salaries of American Advisors with II.

With reference to letter No. 11297 dated 10 September 1952 concerning the salaries of American advisors with the Imperial Iranian Gendarmerie whose contract terminates.

You are directed to order that measures should be taken concerning the payment of US Advisors with the Army and the Gendarmerie in accordance with the instruction No. 32850 dated 14 February 1952 of Prime Minister's Office to the Ministry of Finance.

FOR THE PRIME MINISTER

(No signature recd on
translation sent to Mission)

* Transmitted to Dept with Despatch No. 938, May 13, 1953.

SECRET

American Embassy, Tehran, Iran.

Extracts from Despatch No. 938

May 13, 1953

Subj: Existing Status of Army and Gendarmerie Missions in Iran

Regarding the status of the Army and Gendarmerie Missions, some statements were made by the Prime Minister and his representatives more formal than the one by the Prime Minister quoted in the Embassy's telegram No. 3398 of March 6, 1952, and cited in the Department's reference airgram.

ARMY MISSION:

On February 14, 1952, prior to the oral agreement with the Ambassador whereby the Army Mission was continued in Iran (see Embtel 3503, March 13, 1952), and before the question of the continuation of the Gendarmerie Mission was raised, the Prime Minister issued an order (ANNEX 1) to the Ministry of Finance to pay, "so far as the said advisers serve in Iran", the members of the Army Mission and the Gendarmerie Mission "according to the Contract and approved law".

So far as the Army Mission is concerned, the "Contract" is presumably the agreement of 1947 (Treaties and Other International Acts Series 1666) as extended, or the earlier agreement of November 3, 1943 (Embassy despatch No. 659, November 10, 1943); and the "approved law" is presumably the law of Aban 1, 1322 (October 24, 1943) which is the "Law Authorizing the Employment of a Mission of Officers and Non-Commissioned Officers from the United States Army for the Ministry of War", of which a copy in translation was enclosed with Despatch No. 504 from the Embassy to the Department on September 26, 1947.

In the foregoing order of the Prime Minister, and frequently elsewhere, the word "salary" is used by the Iranians to include allowances.

On March 8, 1952 the Prime Minister issued another order to the Ministry of Finance (ANNEX 2) to pay the "United States Mission officers" in accordance with the law of Aban 1, 1322, until their situation should be determined. (See Embassy telegram No. 3444 of March 10, 1952.)

On March 19, 1952 Busheri, the Government spokesman, announced to the press (ANNEX 3) that "the United States Government has agreed to allow the group of American officers to remain in Iran temporarily under existing conditions ..." and that "...According to the decision of the Council of Ministers, pending final decision, their salaries and privileges will be paid in conformity with the provisions of the Law of Aban 1, 1322." (Embassy telegram No. 3610, March 20, 1952.)

ANNEXES 1 and 2 and the enclosure to ANNEX 4 were received in translation and the Embassy is reluctant to approach the Ministries involved for copies of the Farsi originals.

The Embassy had compiled the following list of telegrams from the Embassy to the Department concerning the existing status of the Army and Gendarmerie Missions in Iran. If these telegrams have not already been consulted by the Department in connection with the review mentioned in the reference telegram the list may prove of convenience.

Army Mission:

No. 3302	February 28, 1952
No. 3344	March 3, 1952
No. 3362	March 4, 1952
No. 3398	March 6, 1952
No. 3410	March 7, 1952
No. 3434	March 8, 1952
No. 3439	March 9, 1952
No. 3444	March 10, 1952
No. 3491	March 12, 1952
No. 3503	March 13, 1952
No. 3557	March 17, 1952
No. 3610	March 20, 1952

Gendarmerie Mission:

No. 1030	September 7, 1952

In the following view of the status of the Missions, offered by the Embassy, references are to the numbers of the telegrams listed above:

The Prime Minister, as a result of pressure (3362 paragraph 1; 3398 paragraphs 1 and 11) or choice (3344

paragraph 6; 3434 paragraph 1), sought to keep the Army Mission in Iran without resort to Majlis approval (3302 paragraphs 1 and 6; 3434 paragraph 1), provided he could do so without a new written agreement and without appearing to extend the existing one. (3304 paragraphs 1 and 2; 3362 paragraph 1; 3398 paragraph 6; 3434 paragraph 1; 3503 paragraph 2). He seemed to consider that the earlier agreements (including extensions) had been invalid for lack of (Iranian) authority to enter into them; even though they purported to be based on the Law of Aban 1, 1322 (3302 paragraph 6; 3404 paragraph 3). With no greater apparent authority; however, he made an oral agreement that secured the further services of the Mission, implicitly incorporating the substance of the terms of the earlier agreements. His executive order of February 14 (ANNEX 1) looked for its details to the earlier agreements and to the Law of Aban 1, 1322; and his executive order of March 8 (ANNEX 2) looked again to that Law. There is no overt evidence, however, that he was seeking that authority in the Law of Aban 1, 1322 that he had denied in his predecessors. So far as other Iranian officials involved could see, if the earlier agreements were invalid, the Prime Minister's authority to make the new, oral agreement was as questionable, or even more so (3398 paragraph 4; 3410 paragraphs 3 and 4). He was apparently able, however, to reassure them (3434 paragraph 2; 3439 paragraph 2), but his rationale was not revealed to the Embassy. From the United States standpoint, the present oral agreement is, so far as it goes, a valid one (3344 paragraph 2 and 3503 paragraph 1). The Embassy's guess is that the Prime Minister, despite his suggestions to the contrary, considers the Law of Aban 1, 1322 ample authority for the oral agreement which at least operates as an extension of the earlier agreements, and that he entered into the oral agreement pursuant to such authority. He has, moreover, issued executive orders (ANNEXES 1 and 2) that strongly suggest that his authority is found in the Law of Aban 1, 1322. The Embassy is inclined to believe that the issuance by each party to the press of a statement, approved in advance by the other party, announcing the arrangements which have been entered into, indicates publicly the existence of an informal agreement.

It would seem that the oral agreement governing the Gendarmerie Mission is, similarly, based upon the Law of October 21, 1943 and the agreement of November 27, 1943 as extended; and that it, too, so far as it goes, is a valid agreement.

Loy W. Henderson
Ambassador

American Embassy, Tehran, Iran.

Extracts from Despatch

No. 938

Subject: Existing Status of Army and Gendarmerie Missions in Iran — May 13, 1953

Regarding the status of the Army and Gendarmerie Missions, some statements were made by the Prime Minister and his representatives more formal than the one by the Prime Minister quoted in the Embassy's telegram No. 3398 of March 6, 1952, and cited in the Department's reference airgram.

GENDARMERIE MISSION:

On September 6, 1952 the Ambassador and the Prime Minister orally agreed that the Gendarmerie Mission should temporarily continue to function after October 2, 1952 (the date of the expiration of the extended agreement under which the Gendarmerie Mission was operating) under the terms and conditions under which it had functioned in the past (Embassy telegram No. 1030 of September 7, 1952. "Today" in the text of the telegrams refers to the date of drafting.)

On September 8, 1952 the Chief of the Gendarmerie Mission wrote to the Commanding General of the Gendarmerie referring to the oral agreement. This letter enclosed a copy of the Prime Minister's letter in ANNEX 1 and expressed the understanding that the Prime Minister's letter constituted the necessary authority for the continuation of the payment of the Gendarmerie Mission after October 2; and requested confirmation that the payments would continue.

The Gendarmerie apparently inquired of the Ministry of the Interior, which has jurisdiction over the Gendarmerie, by a letter of which no copy is available, dated September 10, 1952, and received a reply from the Ministry dated September 17, 1952 (ANNEX 4, Enclosure 1) confirming that the Gendarmerie Mission was to be paid according to the Prime Minister's letter in ANNEX 1.

A copy of this letter from the Ministry of the Interior was enclosed with a letter dated September 21, 1952 from the Gendarmerie to the Chief of the Gendarmerie Mission. (ANNEX 4)

Despatch No. 938, May 13, 1953

So far as the Gendarmerie Mission is concerned, the "Contract" mentioned in ANNEX 1 is presumably the agreement of November 27, 1943 (Executive Agreement Series 361) as extended; and the "approved law" is presumably that of October 21, 1943 referred to in the preamble of the agreement. No copy of the Law is presently available to the Embassy, and to seek one from the Iranians at this time might lead to undesirable speculation.

There were no press releases in connection with the oral agreement concerning the Gendarmerie Mission.

ANNEXES 1 and 2 and the enclosure to ANNEX 4 were received in translation and the Embassy is reluctant to approach the Ministries involved for copies of the Farsi originals.

The Embassy has compiled the following list of telegrams from the Embassy to the Department concerning the existing status of the Army and Gendarmerie Missions in Iran. If these telegrams have not already been consulted by the Department in connection with the review mentioned in the reference telegram the list may prove of convenience.

Army Mission:

No. 3302	February 28, 1952
No. 3344	March 3, 1952
No. 3362	March 4, 1952
No. 3398	March 6, 1952
No. 3410	March 7, 1952
No. 3434	March 8, 1952
No. 3439	March 9, 1952
No. 3444	March 10, 1952
No. 3491	March 12, 1952
No. 3503	March 13, 1952
No. 3557	March 17, 1952
No. 3610	March 20, 1952

Gendarmerie Mission:

No. 1030	September 7, 1952

In the following view of the status of the Missions offered by the Embassy, references are to the numbers of the telegrams listed above:

Despatch No. 938, May 13, 1953

The Prime Minister, as a result of pressure (3662 paragraph 1; 3398 paragraphs 1 and 11) or choice (3344 paragraph 6; 3434 paragraph 1), sought to keep the Army Mission in Iran without resort to Majlis approval (3302 paragraphs 1 and 6; 3434 paragraph 1), provided he could do so without a new written agreement and without appearing to extend the existing one.(3304 paragraphs 1 and 2; 3362 paragraph 1; 3398 paragraph 6; 3434 paragraph 1; 3503 paragraph 2). He seemed to consider that the earlier agreements (including extensions) had been invalid for lack of (Iranian) authority to enter into them, even though they purported to be based on the Law of Aban 1, 1322 (3302 paragraph 6; 3444 paragraph 3). With no greater apparent authority, however, he made an oral agreement that secured the further services of the Mission, implicitly incorporating the substance of the terms of the earlier agreements. His executive order of February 14 (ANNEX 1) looked for its details to the earlier agreements and to the Law of Aban 1, 1322; and his executive order of March 8 (ANNEX 2) looked again to that Law. There is no overt evidence, however, that he was seeking that authority in the Law of Aban 1, 1322 that he had denied in his predecessors. So far as other Iranian officials involved could see, if the earlier agreements were invalid, the Prime Minister's authority to make the new, oral agreement was as questionable, or even more so, (3398 paragraph 4; 3410 paragraphs 3 and 4). He was apparently able, however, to reassure them (3434 paragraph 2; 3439 paragraph 2), but his rationale was not revealed to the Embassy. From the United States standpoint, the present oral agreement is, so far as it goes, a valid one (3344 paragraph 2 and 3503 paragraph 1). The Embassy's guess is that the Prime Minister, despite his suggestions to the contrary, considers the Law of Aban 1, 1322 ample authority for the oral agreement which at least operates as an extension of the earlier agreements, and that he entered into the oral agreement pursuant to such authority. He has, moreover, issued executive orders (ANNEXES 1 and 2) that strongly suggest that his authority is found in the Law of Aban 1, 1322. The Embassy is inclined to believe that the issuance by each party to the press of a statement, approved in advance by the other party, announcing the arrangements which have been entered into, indicates publicly the existence of an informal agreement.

It would seem that the oral agreement governing the Gendarmerie Mission is, similarly, based upon the Law of October 21, 1943 and the agreement of November 27, 1943 as extended; and that it, too, so far as it goes, is a valid agreement.

Loy W. Henderson
Ambassador

Bob Make 3 copies
File W/Mission Contract CG (TW)
AG fi

Ministry of National Defense
Prime Ministers Office

No.44766
Dated: March 18th.1954

To
Ministry of National Defense

Council of Ministers, as per the proposal No. 43569/16218 dated March 16th.1954 made by Ministry of National Defense, has sanctioned the continuation of the services and payment of the salaries of U.S.Advisors in the Ministry of National Defense as from March 21st.1954 for a period of one year, as per article 3 of the contract dated Mehr.13th.1326 (1947).

The decree is available in the Prime Minister's office.

For Prime Minister

No.16887/45860
March 20th.1954

Copy to Advisory Department for information and action.

C/S Sgd Minister of War
→ AG, Gen. Hedayat

Abrish.

① Let me have original
② this P.M. notified ambassador thru Foreign Office.
③ we should coord D/A community with Embas
(TW)

March 1954-March 195

UNCLASSIFIED

Memorandum

Subject: Formal Title of Armish March 23, 1954
To : Files
From : RHBushner

There is no standardized formal title for Armish, although the most commonly used title (as indicated below) is "the U.S. Military Mission with the Iranian Army". The Agreement itself merely calls Armish the "military mission to Iran", and describes its purpose as "to cooperate with the Ministry of War of Iran and with the personnel of the Iranian Army." Various titles have been used as follows:

April 26, 1948,	Memorandum:	U.S. Military Mission with the Iranian Army
January 6, 1949,	Despatch :	U.S. Military Mission with the Iranian Army
December 20, 1948,	Note to Fornoff :	Military Mission with the Iranian Army
March 14, 1949,	Note to Fornoff :	U.S. Military Mission with the Iranian Army
April 21, 1949,	Despatch :	U.S. Military Mission with the Iranian Army
January 16, 1950,	Despatch :	American Advisory Mission to the Iranian Ministry of War
November 28, 1949,	Note to Fornoff :	American Advisory Mission to the Imperial Ministry of War.
November 18, 1950,	Note :	U.S. Military Mission with the Iranian Army
December 2, 1950,	Despatch :	U.S. Army Mission with the Iranian Army.

TRANSLATION

(Iranian Government
Coat of Arms)

Ministry of Foreign Affairs

Farvardin 29, 1333

481

Excellency:

I have the honor to refer to the Agreement of October 6, 1947, between the Imperial Government of Iran and the Government of the United States of America regarding the United States Military Mission with the Iranian Army and to propose extension of the Agreement until Esfand 29, 1333 (March 20, 1955).

The Imperial Government of Iran will consider this note, together with Your Excellency's reply, as constituting renewal of the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

Abdollah Entezam, Minister of Foreign Affair

Abdollah Entezam

His Excellency
Loy W, Henderson,
American Ambassador,
Tehran.

The Iranian Minister of Foreign Affairs to the American Ambassador

وزارت امور خارجه

۲۹ فروردین ۱۳۳۳

۱۴۸۱

جناب آقای سفیرکبیر

عطف به موافقتنامه مورخ ۱۶ اکتبر ۱۹۴۷ بین دولت شاهنشاهی ایران ودولت کشورهای متحده امریکا راجع به هیئت نظامی امریکا در ارتش ایران محترما پیشنهاد مینماید که موافقتنامه مزبور تا تاریخ ۲۹ اسفند ۱۳۳۳ (۲۰ مارس ۱۹۵۵) تمدید شود .

دولت شاهنشاهی ایران مفاد این نامه وپاسخ جنابعالی رابعنوان تجدید موافقتنامه فوق الذکر تلقی خواهد نمود .

موقع را برای تجدید احترامات فائقه مغتنم میشمارم

عبدالله انتظام . وزیرامورخارجه

جناب آقای لوی . و. هندرسن

سفیرکبیرکشورهای متحده امریکا

تهران

(1)

TRANSLATION

-131-

(Iranian Government Code of Arms)

Ministry of Foreign Affairs

Farvardin 29, 1333

482

Excellency:

I have the honor to refer to the Agreement of November 27, 1943, as amended, between the Imperial Government of Iran and the Government of the United States of America regarding the United States Military Mission with the Imperial Iranian Gendarmerie and to propose extension of the Agreement until Esfand 29, 1333 (March 20, 1955).

The Imperial Government of Iran will consider this note, together with Your Excellency's reply, as constituting renewal of the Agreement.

Accept Excellency, the renewed assurances of my highest consideration.

Abdollah Entezam, Minister of Foreign Affairs

Abdollah Entezam

His Excellency

Loy W. Henderson,

American Ambassador,

The Iranian Minister of Foreign Affairs to the American Ambassador

وزارت امور خارجه

۲۹ فروردین ۱۳۳۳

۴۸۲

جناب آقای سفیرکبیر ۲۹ فروردین ۱۳۳۳

توقیرا به قرارداد مورخ ۲۷ نوامبر ۱۹۴۳ اصلاح شده بین دولت شاهنشاهی ایران ودولت کشورهای متحده امریکا راجع به هیئت نظامی کشورهای متحد درژاندارمری شاهنشاهی ایران عطف نموده تقاضا دارد قرارداد مزبورتا ۲۹ اسفند ۱۳۳۳ (۲۰ مارس ۱۹۵۵) تمدید شود .

دولت شاهنشاهی ایران این یادداشت رابه ضمیمه پاسخ جنابعالی درحکم تجدید قرارداد تلقی خواهد نمود .

باتقدیم احترامات فائقه

عبدالله انتظام . وزیرامورخارجه

جناب آقای لوی و. هندرسن

سفیرکبیر آمریکا

تهران

(1)

Seal

The Foreign Service
of the
United States of America

American Embassy,
Tehran, Iran,
April 18, 1954.

Excellency:

I have the honor to acknowledge the receipt of the following note from Your Excellency today:

"I have the honor to refer to the Agreement of November 27, 1943, as amended, between the Imperial Government of Iran and the Government of the United States of America regarding the United States Military Mission with the Imperial Iranian Gendarmerie and to propose extension of the Agreement until Esfand 29, 1333 (March 20, 1955).

"The Imperial Government of Iran will consider this note, together with Your Excellency's reply, as constituting renewal of the Agreement."

I am authorized to inform Your Excellency that the Government of the United States of America is agreeable to the proposal contained in Your Excellency's note and considers the note, together with this reply, as constituting renewal of the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

Loy W. Henderson

His Excellency
Abdollah Entezam,
Minister of Foreign Affairs,
Tehran.

CHAPTER III

Our nation says, our army must be independent, and not under American and foreign advisors' subjugation, We are making these statements for your own sake, so come and say that you want to be independent, that you do not want the advisors. We say the army must be independent.

Imam Khomeini (may God bless his soul)

The third chapter includes 23 documents covering the period from July 14. 1954 to June 6. 1964. Six documents relate to the formation of various American military advisory missions in Iran's army and gendarmerie.

In 1954 two different advisory groups working with Iran's army, merged. In 1956, Iran and the U.S. signed a contract on "millitary construction arrengments" which not only increased the Iran-based American military personnel, but allowed for the arrival in Iran, of more third country citizens disguised as contractors and sub-contractors. The two groups' entery into Iran created passport-registration problems, since the U.S. wished Iran to register them with the foreign ministry rather than the police headquarters, so that their holders would be exempt from paying entry or work permit fees in Iran. On the whole, 17 documents deal with this issue.

D R A F T

THE UNITED STATES MILITARY MISSION
WITH THE
IMPERIAL IRANIAN ARMY
(ARMISH)

A U. S. Military Mission has existed in Iran since 27 September 1941. Initially it was concerned with lend lease aid to the Middle East, and not until 23 October 1943 was aid recognized by Iran. A formal contract establishing the U. S. Military Mission with the Iranian Army was signed formally on October 6, 1947. The contract was not renewed at its expiration in 1951 and the Mission is operating under a verbal agreement reached with former Prime Minister Mossadegh.

The general purpose and function of this Mission is to provide training, administrative and technical advice and assistance in all military fields in order to increase the modernization and efficiency of the Imperial Iranian Army, Air Force, and Navy.

The Mission consists of 24 officers and 67 enlisted men. Brigadier General Robert A. McClure of Indiana is Commanding General; and Colonel Vernum C. Stevens of Pennsylvania is Chief of Staff.

Since World War II the United States Military Mission has worked toward increasing the effectiveness of the Imperial Iranian Army which includes the Air Force and Navy. The post-World War II Military Establishment was in a pitiful condition. The Army consisted of non-standard ill-equipped divisions scattered throughout Iran. Logistical support was non-existent and most of the antiquated equipment was worn and in need of replacement. The few existing military schools had deteriorated during the war years resulting in an inadequate trained officer corps. The Military Mission prepared plans for reorganization and moderization of the Army. A workable supply system has been inaugurated. A progressive military school system

was planned so that qualified officers and specialists would be available to conduct a realistic training program.

The advent of the Military Defense Assistance Program for Iran provided, to a certain extent, the means for attainment of these goals. Progress, however was retarded, at times, due to the changing political situation and lack of cooperation by the Iranian General Staff with the American Advisors. Generally the attitude of the General Staff was a direct reflection of the political climate of the existing government in their relationship with the West. In spite of the past political turmoil and the critical financial condition of Iran, much has been accomplished during the past two years.

At the present time, with the Shah as commander-in-chief of the Armed Forces, there is a sincere desire by the Iranian General Staff, as evidenced by actions, to accept the advice of the Military Mission and cooperate in a determined effort to improve the standards of the military establishment.

The plan for the much delayed reorganization of the Army, as recommended by the Military Mission, is now in the final phase of implementation. The ground force consists of twelve (12) Infantry Divisions (light) and three (3) Armored Divisions (light) organized into five (5) Combat Corps. Each Corps is provided with logistical support units to insure proper maintanence and supply for the combat units. The United States Army supply system has been adopted and is in the process of implementation. Most of the material to equip the above forces, furnished under MDAP, has been received. Training of all units has been accelerated with a stepped-up firing program.

Another major accomplishment noteworthy of mention is the organization of the Military University which is staffed by Iranian officers trained in the United States under MDAP. This institution is comprised of the individual schools of the combat arms and services, centralized under one administrative

head, for coordination and supervision. This installation has provided trained officers which has contributed materially to the absorption and utilization of MDAP equipment. The Military University along with the other two major schools, the Military Academy and the Staff College, permits officers to receive a progressive military education.

There remains a material requirement which has a practical, and perhaps more important, psychological value to the Iranian Army. The Shah desires to organize, equip, and train an Army which is capable of defending against any aggressor as well as maintaining internal security. This additional equipment, not presently programmed, consists of a limited quantity of medium artillery, anti-aircraft weapons, medium tanks, bridging equipment improvement of airfields and preliminary jet plane familiarization. This is part of the Shah's proposed two-year plan to gradually build up strength, instill confidence, and the will to resist aggression.

THE UNITED STATES MILITARY MISSION WITH THE IMPERIAL IRANIAN ARMY (ARMISH)

A U. S. Military Mission has existed in Iran since 27 September 1941. Initially it was concerned with lend lease aid to the Middle East, and not until 23 October 1943 was aid recognized by Iran. A formal contract establishing the U. S. Military Mission with the Iranian Army was signed formally on October 6, 1947. The contract was not renewed at its expiration in 1951 and the Mission is operating under a verbal agreement reached with former Prime Minister Mossadegh.

The general purpose and function of this Mission is to provide training administrative and technical advice and assistance in all military fields in order to increase the modernization and efficiency of the Imperial Iranian Army, Air Force, and Navy.

The Mission consists of 24 officers and 67 enlisted men. Brigadier General Robert A. McClure of Illinois is Commanding General, and Colonel Vernum C. Stevens of Pennsylvania is Chief of Staff.

At the present time, although the training and equipping programs are not complete, the Iranian Armed Forces have achieved a considerable amount of progress, particularly in the fields of transportation, armor, communication supply, maintenance, and education. For example:

Many types of vehicles have been furnished and personnel have been trained to use and operate them. The Imperial Iranian Army has been given limited mobility. Compared to United States units, they would be considered semi-mobile. Lack of a supply and fuel system limits their mobile effectiveness. Roads and terrain compel them to still rely heavily on animal transport.

At present each infantry and armored division is equipped with one company of light tanks. In addition, the two armored divisions now in existence are provided with one battalion of 76 millimeter gun medium tanks. Newest arrivals in Iran are the first shipment of 90 millimeter gun tanks. A cadre has been provided and a training program planned for to provide a third battalion of tanks. In addition, M20 and M8 Armored cars are already here, and new reconnaissance and security elements will be developed around the light armored equipment for both infantry and armored divisions.

Communication systems, both wire and radio, have been developed, thus providing better tactical control.

Training in the use of support weapons, such as artillery, mortars, rocket launchers, and recoilless rifles, has assisted materially in providing for increased fire power.

Increased United States training control is considered necessary to make the Imperial Iranian Army combat effective. Proposals to implement this have been presented to the Imperial Iranian Army General Staff, but have not yet met with acceptance.

It is true that much remains to be done in the fields of supply and maintenance, particularly for "in the field" support of combat units. However when spare parts stocks and trained personnel are available in sufficient quantities to satisfy all requirements, and when a satisfactory stock accountability system has been established, much improvement can be expected.

The backbone of technical and tactical progress within any military organization is the educational system which provides trained personnel. During the past two years the military educational system has been reorganized to provide training in all specialized fields. Progressive training along proper technical or tactical lines is now required of all officers in order to progress to positions of higher rank and authority. As a long term project, the educational system will doubtless have an important effect upon the future development of the Iranian military establishment.

THE UNITED STATES MILITARY MISSION
WITH THE
IMPERIAL IRANIAN GENDARMERIE
(GENMISH)

1. The Imperial Iranian Gendarmerie is one of the two organizations (the other is the Iranian Police) available to the Minister of Interior for the maintenance of security and order within Iran. The Gendarmerie has an authorized strength of about 21,000 officers and men and has a twofold peacetime mission:

a. To maintain law and order within Iran except in those urban areas where police are provided and certain tribal and frontier regions under Army control.

b. To execute pertinent directives of the various Ministries and government departments in those areas not under police control. This involves principally the serving of summonses and legal notifications.

The wartime role of the Gendarmerie contemplates certain additional functions principally of a military police nature in direct support of the Army. A substantial augmentation of the Gendarmerie in strength and authority is now under governmental consideration.

2. GENMISH was established in August 1942. A contract governing the relationship of the Mission with the Iranian Government was negotiated in 1943 and renewed periodically until its expiration in October 1952. At that time the Prime Minister assured the Ambassador of the United States that, while it is not now expedient to renew the contract, the Mission may continue to function under the terms of the expired contract until a new contract is signed or until either of the concerned governments determine its continuation no longer desirable. The current strength is seven commissioned and eight non-commissioned officers. The Chief of Mission is Colonel Charles B. McClelland, 017558, of Covington, Tennessee.

The purpose of the Mission is to advise and assist the Minister of the Interior through the Command General of the Gendarmerie in improving the organization, training, equipment status and operational capability of the Gendarmerie. Primary objectives are:

a. To improve the functions of the Gendarmerie within its proper field.

b. To improve its capability, in the event of invasion of Iran by a foreign power, to execute its primary missions while assisting and supporting the Iranian Army.

c. To improve its popular status and prestige.

The mission serves in an advisory capacity only without any executive authority. Objectives are accomplished by instruction in the Gendarmerie school, by securing assistance in appropriate fields from the Mutual Defense Assistance Program (MDAP) and from the Technical Cooperation for Iran Program (TCI) and by submitting pertinent recommendations designed to influence and shape policies and planning in all phases of Gendarmerie activity. Recommendations are the result of constant studies, surveys and field trips made by members of the Mission.

3. Progress of the GENMISH Program. Operating without executive authority, the success of GENMISH depends predominately upon its prestige and the confidence and cooperation it is able to inspire in the Gendarmerie and other Iranian Government agencies. GENMISH has been most successful in this respect, enjoying the whole-hearted confidence and respect of the Gendarmerie and the Ministry of the Interior. Despite this prerequisite, the full attainment of GENMISH objectives has been restricted by various obstructions. At this time, budgetary limitations and shortage of funds to meet even the requirements of the present austere budget are especially restrictive.

Despite these handicaps, GENMISH has made definite progress in the fields of organization and staff procedure, communications, transportation, housing, basic medicine and education. Contingent upon the continued support of MDAP and TCI, and provided the Government of Iran provides funds to support a Gendarmerie modernized in equipment and operational technique, the GENMISH program should eventually be attained.

THE UNITED STATES MILITARY MISSION WITH THE IRANIAN ARMY

Teheran, Iran

July 14, 1954

An agreement between the Government of the United States of America and the Imperial Government of Iran established the United States Military Mission with the Iranian Army and was signed formally on November 3rd, 1943.

The general purpose and function of this mission is to provide training, administrative and technical advice and assistance in all military fields in order to increase the modernization and efficiency of the Imperial Iranian Army, Air Force and Navy.

This Mission today is composed of 92 United States Military Personnel including 31 officers and 61 enlisted men. The Chief of the Mission is Brigadie General Robert A. McClure. The Deputy Chief and Chief of Staff is Colonel Edwin A. Machen, Jr.

At the present time, although the training and equipping programs are not complete, the Iranian Army has achieved a considerable amount of progress, particularly in the fields of transportation, armor, communications, supply, maintenance and education. For example, many types of vehicles have been furnished to the Army and personnel have been trained to use and operate them. This, together with the introduction of a modern supply system, has raised the combat potential of the Army through its ability to move forces far more rapidly than heretofore.

The receipt of tanks has resulted in the training of personnel and the organization of tank battalions and independent tank companies.

Communication systems both wire and radio have been developed, thus providing better tactical control.

Training in the use of support weapons, such as artillery, mortars, rocket launchers and recoilless rifles, has assisted materially in providing for increased fire power.

The establishment of a military educational system patterned after that of the United States Army is of major importance and provides training in all specialized fields. Attendance is a prerequisite for all officers to progress to positions of higher rank and authority. As a long term project, the educational pattern will doubtless have an important effect upon the development of the Iranian Military establishment.

HEADQUARTERS
UNITED STATES MILITARY MISSION WITH THE IRANIAN ARMY
AND
UNITED STATES MILITARY ASSISTANCE ADVISORY GROUP
APO 205, c/o PM, NY, NY.

GENERAL ORDERS
NUMBER 1

15 September 1954

Section I

ARMISH-MAAG Consolidation and Reorganization

Effective this date, Headquarters United States Military Mission with the Iranian Army and Headquarters United States Military Assistance Advisory Group Iran are reorganized and consolidated as outlined in Staff Memorandum number 3, dated 26 August 1954. The consolidated headquarters is officially designated as Headquarters United States Military Mission with the Iranian Army and United States Military Assistance Advisory Group to Iran. It may be informally referred to as Headquarters ARMISH-MAAG.

Section II

Staff Announcements

The following principal staff assignments are announced:

Acting Chief	Colonel Edwin A. Machen, Jr., 021284,
Assistant Chief of Staff, G1	Lt Col Matt C.C. Bristol Jr., 022027,
Assistant Chief of Staff, G2	Major Jacques M. L'Homme, 0267148, In
Assistant Chief of Staff, G3	Colonel Harold E. Hassenfelt, 022195,
Assistant Chief of Staff, G4	Colonel James E. Barber, 0373107, GS
Chief, Air Section	Colonel George G. Northrup, 480A, USA
Chief, Navy Section	Commander Horace C.Laird,Jr., 75000,U

BY ORDER OF COLONEL MACHEN:

D. W. IVEY
Major, AGC
Adjutant General

OFFICIAL:

D. W. IVEY
Major, AGC
Adjutant General

DISTRIBUTION:

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US Embassy, Teheran	2	File	2

MRS. NELSON
HOLD FOR GEN McCLURE

MINISTRY OF WAR
ADVISORY DEPARTMENT
TEHRAN, IRAN

C/S No. 261

18 September 1954

MEMORANDUM FOR: Chief of Staff
Imperial Iranian Army

SUBJECT: Reorganization of ARMISH-MAAG

1. As the result of a recent study to improve the operational efficiency of ARMISH-MAAG, which was referred to in my letter of 29 August 1954, a consolidation of these organizations has been effected. This will in no way affect the Mission contract with the Iranian Government and should result in far more effective support for the IIA. Some of the changes to accomplish the latter are outlined herein.

2. In order to facilitate the continuing progress of the Iranian Army a change in emphasis on the duties of the combat and technical advisors is indicated. As you know the responsibilities of the Advisors for assistance to the IIA fall into three categories: Advice and assistance to the IIA General Staff and Departments; training assistance to all IIA units; and advice and assistance in the operation of the school system. In the past, emphasis has been placed on the latter duty, in the Military University, to the extent that the School Commandants rely heavily on the combat and technical advisors and expect their full time participation at the respective schools. During the period that the Military University was struggling for existance this was necessary and appropriate. However, since it is well established and efficiently operating, it is felt that emphasis should now be placed in rendering advice and assistance to the IIA General Staff and Departments and IIA units in the field. This has been taken into consideration in the reorganization of ARMISH-MAAG.

3. Of particular interest is the establishment within the G-3 Section of a training branch and a plans, operation and organization branch. This will permit close coordination and cooperation with like sections on your staff. It will facilitate guidance and assistance in planning, organization and training matters to include training programs and memorandums, CPX's, maneuvers, training inspections, defense plans, organization of new units and headquarters, field inspections and establishment and maintenance of training records.

4. It should also be noted that in the new organization the spaces allotted for advisors to the Military University, Military College and Staff College have not been changed. The only change in this respect is in the assignment of individual officers. Since Colonel Benson is due for early return to the United States, Colonel White will be assigned these duties so that there will be an adequate period for his orientation prior to Colonel Benson's departure. When Lt Col Male arrives from the States it is contemplated that he will be assigned to the Military College.

Folder File 571

SUBJECT: Reorganization of ARMISH-MAAG (Cont'd)

5. It is requested that the appropriate School Commandants be advised of the information contained in this letter.

EDWIN A. MACHEN, JR.
Colonel GS
Acting Chief of Mission

MINISTRY OF WAR
Teheran, Iran

12973/3652 6 January 1955

MEMORANDUM FOR: Chief, Advisory Department, Ministry of War
(Chief, U.S. Military Mission and Chief,
U. S. Military Assistance Advisory Group to Iran)

SUBJECT: Consolidation of ARMISH-MAAG

The Minister of War has no objections to and concurs in the consolidation of the U. S. Military Mission with the Iranian Army and the U. S. Military Assitance Advisory Group as of 15 September 1954.

It is my understanding that such a consolidation in no way affects the existing contracts between our two governments which authorize the Mission and the Advisory Group. I further understand that the consolidation is deemed advisable to make the most effective use of available U. S. personnel assigned to the Mission and to the Advisory Group.

(Signed)

MINISTER OF WAR
Lt. Gen. A. Hedayat

A TRUE COPY:

D . W. IVEY
Major, AGC

HEADQUARTERS
UNITED STATES MILITARY MISSION WITH THE IRANIAN ARMY
AND
UNITED STATES MILITARY ASSISTANCE ADVISORY GROUP TO IRAN
APO 205, C/O PM, NEW YORK, NEW YORK

ARCG 17 January 1955

SUBJECT: Consolidation and Reorganization of ARMISH-MAAG

TO: Chief of Staff
United States Army
Washington 25, D. C.
ATTN: ACofS, G3

1. On 15 September 1954, by local command action as indicated in General Orders 1, this headquarters, (copy attached as Inclosure 1) the U. S. Military Mission with the Iranian Army and the U. S. Military Assistance Advisory Group to Iran were reorganized and consolidated in order to make the most effective use of available personnel.

2. The major changes required by the above reorganization are outlined in Staff Memorandum 3, this headquarters, dated 26 August 1954. (Copy attached as Inclosure 2.) The most pressing problem presented by the reorganization was to require that the Chief, Army Section, MAAG, be qualified also as a G4, a problem which can be solved whenever a replacement is requisitioned.

3. Informally I was advised by a Department of the Army G3 representative (Major Rex Hampton, OAC of S, G3, DA) that the Department of the Army view concerning the ARMISH-MAAG consolidation was that our General Order 1 (Inclosure 1) might have to be withdrawn unless the consent of the Iranian Minister of War could be obtained. Attached as Inclosure 3 is a true copy translation of such a letter from the Minister of War containing his formal consent to the consolidation and reorganization.

4. It is not the intent of the reorganization and consolidation to affect in any way the two contracts between the two governments authorizing the Mission or the MAAG, nor is it desired that the Tables of Allowances and Tables of Distribution for the two organizations be combined. On the other hand, it is strongly recommended that separate contracts, as well as separate Tables of Distribution and Allowances for the Mission and the MAAG continue to be maintained to provide for the possible withdrawal of the MAAG at some future date.

5. The Air Section, ARMISH, and the Air Section, MAAG, have similarly been combined, although the effect of this combination is merely to

COPY

make subsections of the two separate sections and combine them under a single Air Section ARMISH-MAAG, headed by the senior Air Officer present.

6. The Navy Section, ARMISH-MAAG, which consists of two officers and two enlisted men all of whom are assigned to MAAG, is relatively unaffected by the consolidation. The Chief, Navy Section, however, is voluntarily continuing as heretofore to function in an advisory capacity to the Imperial Iranian Navy.

7. Prior to the formal reorganization and consolidation of 15 September 1954, many functions of ARMISH and MAAG were of necessity carried out on a consolidated basis. As examples, the Adjutant General's Section, ARMISH, the Supply Section, ARMISH, and the Motor Pool, ARMISH, served both the Mission and the MAAG, as did the APO, MAAG and the U. S. Army Hospital, MAAG. In most cases, personnel were assigned to the above activities from both MAAG and from the Mission. In effect, the reorganization and consolidation regularizes and organization partially in operation on an informal basis prior to the consolidation.

8. The reorganization and consolidation outlined above has been in operation for approximately five months and has proven to be fully effective and warranted, particularly in view of the increasing utilization of ARMISH-MAAG by the Iranian Armed Forces and the additional operational and administrative burdens placed on this headquarters through the arrival of the U. S. training teams. It is requested that the consolidation and reorganization of this headquarters, informally known as ARMISH-MAAG, be confirmed by the Department of the Army.

/s/ Robert A. McClure
/t/ ROBERT A. MCCLURE
Brigadier General, USA
Commanding

3 Incls.
1. GO 1 Hq. ARMISH-MAAG 15 Sep 54
2. SM 3 Hq. ARMISH-MAAG 26 Aug 54
3. Ltr Iranian Minister of War, 6 Jan 55

A TRUE COPY:

D. W. IVEY
Major, AGC

MILITARY MISSION ACTIVITIES IN IRAN

5 May 1956

1. In addition to Army, Navy and Air Force Attaches attached to the U.S. Embassy, there are three U.S. Military Missions currently operating in IRAN under contractual agreements between the UNITED STATES and Iranian Governments. These missions are:

a. The United States Military Mission with the Imperial Iranian Army (ARMISH).

b. The Military Assistance Advisory Group to Iran (MAAG).

c. The United States Military Mission with the Imperial Iranian Gendarmerie (GENMISH).

2. ARMISH

a. Mission: The assigned mission of ARMISH is to advise and assist the Iranian Minister of War, the Imperial Iranian General Staff and subordinate elements of the Iranian Army (which includes Air Force and Navy) in matters pertaining to plans, organization, administration and training. Members of ARMISH have neither command nor operating staff responsibility in the Iranian Army but may make such official inspections and investigations as may be necessary for performance of their duties.

b. Organization: ARMISH is composed of an Army group consisting of 24 officers and 67 enlisted men and an Air Force group of 6 officers and 12 airmen. It has no Navy group, although Navy MAAG officers assist in advisory functions. The Chief of Mission is also Chief, MAAG, and the Chief of Staff, ARMISH is Deputy Chief, MAAG. ARMISH is currently a unified service organization under an executive agency, the Department of the Army.

c. Background: A military mission has existed in IRAN since 27 September 1941 although initially it was concerned with lend-lease assistance to the Middle East. The first officers representing ARMISH arrived in IRAN in October 1942. A formal contract specifying ARMISH organization and mission was signed between the two governments in November 1943. A revised contract was drawn up and signed on 6 October 1947; the contract has been periodically extended, the latest extension for two years commencing 21 March 1956.

3. MAAG

a. Mission: In summary, the mission of US MAAG, IRAN is to carry out the objectives and insure the effective implementation of the Mutual Defense Assistance Program for IRAN.

b. Organization: MAAG IRAN is composed of Army Section (not including the Field Training Teams) of 25 officers and 20 enlisted men, an Air Force Section of 5 officers and 7 enlisted men, and a Navy Section of 2 officers and 2 enlisted men. Chief, MAAG is also the Chief, ARMISH. MAAG, IRAN came under the command of USCINCEUR on 19 August 1955.

c. Background: The Mutual Defense Assistance Agreement which established MAAG, IRAN was signed 23 May 1950. However, MDAP equipment in quantity did not begin to arrive in IRAN until FY 1952.

4. GENMISH

a. Mission: The assigned mission of GENMISH is to advise and assist the Minister of the Interior in improving the organization and operations of the Imperial Iranian Gendarmerie. Primary objectives are to achieve high standards of efficiency, promote prestige and public esteem and to develop military potential to reinforce the Iranian Army in national emergencies.

b. Organization: GENMISH has an authorized military strength of 8 officers, 1 warrant officer, and 9 enlisted men, all of whom are Army personnel. GENMISH is a unified service organization reporting directly to the Executive Agency, the Department of the Army and is not under the command of Chief, ARMISH-MAAG. For MDAP matters, it comes under the supervision of the Chief, MAAG, IRAN.

c. Background: GENMISH was established at the request of the Iranian Government in 1942. A formal contract was first signed in November 1943; the contract has been revised or extended periodically, the latest extension for two years period commencing 21 March 1956.

5. Consolidation of ARMISH-MAAG

ARMISH and MAAG operated as separate agencies under a common Chief until September 1954 when they were consolidated to achieve personnel savings and operational efficiency. The consolidation was subsequently approved by the Department of the Army and by the Department of Defense. ARMISH-MAAG is organized under the normal General Staff system, with a separate Navy Section and Air Force Section, which combine MAAG and ARMISH elements. General Staff sections carry out normal command administration, Army advisory and MDAP functions and supervise technical service and combat arms sections in carrying out similar activities. ARMISH-MAAG operates a common motor pool, supply room and a small hospital servicing two thousand U. S. citizens in IRAN, as well as an Officers' and a Non-Commissioned Officers' Open Mess. Separate Tables of Distributions and fiscal systems are maintained for ARMISH and MAAG, because of the separate contracts with the Iranian government and because of MDAP funding requirements.

6. Field Training Teams

a. General: In October 1954, the Department of the Army authorized five field training Teams, each consisting of thirteen officers and twenty-five enlisted men, to assist in the detailed field training of the Iranian Army. Training Teams were phased to arrive over a six months period starting in January 1955. All five teams are currently in operation in the areas of the six Corps of the Iranian Army (one team is covering two Corps). Initial results achieved by the training teams have been highly encouraging. Additional details on training team operations are contained in the Training paragraph in Annex I, Army Section, of this report.

b. Administration: The five training Teams are based on a permanent duty station in one of the principal cities of IRAN. Their average distance from Headquarters, ARMISH-MAAG, in TEHERAN is approximately five hundred miles. Each team is furnished a limited amount of Table of Distribution equipment including vehicles. However, no government-leased quarters or messes are provided and each team member is on a station-allowance basis. Informal pro-rata arrangements enable each team to rent necessary quarters and operate suitable messes. As no U. S. Army Commissary exists in IRAN, messes are privately supported by use of an Embassy cooperative commissary and the local economy.

FOREIGN SERVICE DESPATCH

DO NOT TYPE IN THIS SPACE

FROM [redacted], TEHRAN 226

TO THE DEPARTMENT OF STATE, WASHINGTON. September 19, 1956

REF Embtel 225, Sept 14, 1956; Dept Instr A-227, Apr 11.

SUBJECT: Military Construction Arrangements.

The Ambassador and the Iranian Minister of Foreign Affairs today exchanged notes putting into effect the agreed "Military Construction Arrangements" between the two Governments under the terms of the Mutual Assistance Agreement of May 23, 1950. These "Arrangements" do not constitute an "Agreement" and should not be made a part of the formal U.S. Treaty and Agreements series. The Arrangements are unclassified, but for reasons of Iranian governmental convenience are not at present being published or publicized in Iran.

Agreement was reached after several months of consideration of proposals by the two governments. In the end, after some difficulty with the exploration of several possible compromises on difficult points, the U.S. side was able to obtain agreement to the original draft text approved by the interested Washington Departments and agencies, and proposed by the Ambassador to the Minister of Foreign Affairs, with a few minor modifications of phraseology involving no loss of substance. The exchange of notes was effected without delay as soon as the Iranian Council of Ministers had approved the complete text.

Both notes are dated September 19, 1956. The text of the U.S. note is attached as Enclosure 1. The English translation of the Iranian note of acceptance is given in Enclosure 2. A photostat copy of the Iranian note and a certified copy of the U.S. note will be forwarded shortly.

The U.S. negotiating group was headed by Clifford C. Matlock, Special Assistant to the Ambassador, who was assisted by Colonel Leigh C. Fairbank, Jr., Gulf District Engineers; Colonel Gus E. Lehman, Chief, ARMISH-MAAG, and Chief, Army Section, MAAG; and Mr. Malcolm Firmsley, Chief, Legal Branch, Gulf District. The Iranian negotiation group was led by Ali Namour, Head of the Fourth Political Division (American desk) of the Ministry of Foreign Affairs, assisted by representatives of the Ministry of War.

FOR THE AMBASSADOR:

2 Enclosures
(as stated).
Distribution

Clifford C. Matlock
Special Assistant to the Ambassador

CONFIDENTIAL

Enc. No. 2
Desp. No. 2265
From Tehran

TRANSLATION OF IRANIAN NOTE OF ACCEPTANCE

MINISTRY OF FOREIGN AFFAIRS

No. 5142

28. 6. 1335
(19 Sept 1956)

MEMORANDUM

The Minister of Foreign Affairs of the Imperial Government of Iran presents his compliments to His Excellency the Ambassador of the United States of America, and respectfully refers to your Memorandum No. 396 dated 19 September 1956, subject, "Military Construction Arrangements" which is quoted verbatim as follows:

(Note: Here appears in full the text of Enclosure 1.)

and states that the undersigned has the honor to advise the agreement of the Imperial Government of Iran with the aforementioned proposed project in its entirety and adds that as of this date the provisions of these "Arrangements" are in effect and the Ministry of War has been assigned, and is responsible, for the execution of same.

The Ministry takes this opportunity to renew its respects.

/s/ (Ardalan)

Rubber stamp of the Ministry of the Foreign Affairs of Iran

UNCLASSIFIED

MINISTRY OF FOREIGN AFFAIRS

Ref. No.: 5142

Date: 28.6.1335 (19 September 1956)

MEMORANDUM

The Minister of Foreign Affairs of the Imperial Iranian Government hereby presenting his compliments to His Excellency the Ambassador of the United States of America, refers to the Memorandum of the United States Embassy under Reference No. 396 dated 19 September 1956 concerning "The Military Construction Arrangements" quoted hereunder in its entirety:

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in connection with which the undersigned has the honor of announcing the full agreement of the Imperial Iranian Government to the presented scheme in its entirety, adding that the contents of the above Arrangements are executable as from this date and that the Ministry of War will be in charge of the implementation thereof.

I take this opportunity to renew my highest esteem.

(signed)

Sealed: Ministry of Foreign Affairs
Imperial Iranian Government

No. 596

The Embassy of the United States of America presents its compliments to the Imperial Iranian Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note Verbale No. 3093 of May 25, 1959, and to the Embassy's Note No. 407 of July 13, 1959.

The Embassy of the United States of America has the honor to propose the renewal until Esfand 29, 1340 (March 20, 1962) of the United States Military Mission Agreements dated November 27, 1943, and October 6, 1947, and to suggest certain amendments in the payment and benefit procedures now provided under various articles of the Agreements.

Under the terms of the 1943 Agreement, and of the 1947 Agreement, the Government of Iran accords payment to individual members of the United States Military Missions to Iran. Pursuant to a recent act of the Congress of the United States of America, however, officers and employees of the United States Government detailed to foreign governments are no longer authorized to accept compensation or other benefits from such governments. The members of the United States Military Missions in Iran have therefore assigned to the Government of the United States all rights granted to them to compensation or other benefits by Iranian law by virtue of the performance of their duties as members of the Missions.

In order to permit the Government of Iran to continue to discharge its obligations to the Government of the United States of America under the Military Mission Agreements, it is proposed that the Government of the United States of America, as assignee of the members of the United States Military Missions in Iran, receive payments to the same extent and in the same amounts as have heretofore been paid by the Imperial Iranian Government to such members. The Government of the United States of America, as assignee, would be happy to view the sums paid by the Imperial Iranian Government in this connection as a means of sharing the cost of the United States Military Missions in Iran as envisaged in the applicable Agreements.

The Embassy also wishes to confirm that the Government of the United States of America is agreeable to the substitution for the wording in Article 24 of the 1947 Agreement of the following:

"So long as this Agreement, or any extension thereof, is in effect, in the event the Imperial Iranian Government should desire to engage other foreign personnel for duty of any nature connected with the Imperial Iranian Armed Force, the circumstances shall be brought, in the interests of mutual cooperation, to the knowledge of the United States Government authorities concerned prior to the arrangement for such services."

The Embassy further has the honor to propose the establishment of a Navy Section of the United States Military Mission, to consist of one United States Naval officer, and to be governed by the terms and conditions, mutatis mutandis, of the 1947 Agreement.

The Government of the United States of America will consider this Note, together with a favorable reply from the Imperial Iranian Government, as constituting a renewal of the United States Military Mission Agreements as modified herein.

The Embassy avails itself of this opportunity to renew to the Imperial Ministry the assurances of its hights consideration.

Embassy of the United States of America,

Tehran, April 10, 1961.

(Translation)

To: The American Embassy

From: Fourth Political Division, Ministry of Foreign Affairs

Note No. 1344

Date of Note: June 14, 1961

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and with reference to the Note No. 596, dated April 10, 1961 regarding proposal of the Embassy about the method of payment of salary to the U. S. Army officers and non-commissioned officers and also about employment of foreign officials for service in the Imperial Army, subject of Article 24 of the agreement of the year 1947 and proposal of establishment of a Naval Department of the U. S. Military Mission in Iran, has the honor to announce the views of the Imperial appropriate authorities as follows:

1 - About the payment of salary of the U. S. Army officers and non-commissioned officers, it is already approved that their salary be paid to the Chief of the Advisory Mission in case the said employees give power of attorney to the Chief of the Advisory Mission to receive their salary. Of course, the said officers and non-commissioned officers have the option to appoint other attorney to receive the salary.

2 - The Imperial appropriate authorities have already approved the following correction about Article 24 also:

> As long as the existing agreement or any part of its annexation is valid, in case the Imperial Government of Iran wants to recruit other foreign staff for doing any service which may concern the Imperial Iranian Armed Forces, the appropriate authorities of the U. S. Government will be informed of the matter before the said service be arranged for the sake of mutual cooperation.

3 - In regard to establishment of a Naval Department of the U. S. Military Mission, one U. S. Naval Force officer is rendering service in Iran at present in accordance with employment law of the military mission and, if necessary, the number of Naval Force officers may be increased within the framework of employment law of the military mission, there is no need for another agreement.

The Imperial Ministry of Foreign Affairs avails itself of the opportunity to renew the assurances of its highest consideration.

اداره چهارم سیاسی
شماره ۱۳۴۴
تاریخ ۳۶/۴/۴
پیوست

وزارت امور خارجه

محرمانه

یادداشت 1344 — June 14/61

وزارت امورخارجه شاهنشاهی تعارفات خود را بسفارتکبرای کشورهای متحده امریکا اظهار وعطف بیادداشت شماره ۵۹۶ مورخ ۱۰ اوریل ۱۹۶۱ راجع به پیشنهاد آنسفارتکبری درباره طرز پرداخت حقوق افسران ودرجه داران ارتش کشورهای متحده امریکا وهمچنین موضوع استخدام ماموربن خارجی برای خدمت درارتش شاهنشاهی موضوع ماده ۲۴ موافقت نامه سال ۱۹۴۷ و پیشنهاد تاسیس قسمت دریائی هیئت نظامی ایالات متحده امریکا در ایران نظر مقامات مربوطه شاهنشاهی را احتراما بشرح زیر اشعار میدارد .

۱ ــ درخصوص پرداخت حقوق افسران ودرجه داران ارتش کشورهای متحده امریکا قبلا موافقت شده درصورتیکه مستخدمین مزبور وکالت برای دریافت حقوق خود برئیس هیئت مستشاری تسلیم دارند حقوق آنان برئیس هیئت مستشاری پرداخته شود . البته اختیار تعیین وکیل دیگر برای دریافت حقوق باافسران ودرجه داران مزبور است .

۲ ــ درمورد ماده ۲۴ نیز اصلاحی قبلا بشرح زیر مورد موافقت مقامات مربوطه شاهنشاهی قرارگرفته است :

« مادامی که این موافقت نامه یا هر قسمت الحاقی آن باعتبار خود باقی است درصورتیکه دولت شاهنشاهی ایران بخواهد کارکنان خارجی دیگری رابرای انجام هرگونه خدمتی که به نیروهای مسلح شاهنشاهی ایران ارتباط داشته باشد استخدام نماید مراتب قبل از انسکه ترتیب

Air Pouch OFFICIAL USE ONLY

American Embassy, TEHRAN 136

September 18, 1961

Anticipated Increase in U.S. Military Personnel In Iran.

Topographical survey personnel of the U.S. Army Corps of Engineers comprising approximately thirty officers and EM have been administratively attached to the U.S. Engineer District, Gulf, since 1956. The initial group constituted the operational headquarters of the 30th Engineer Battalion (Base Topographic); this was succeeded by the 329th Engineer Detachment (Geodetic Survey), also with a strength of some thirty officers and EM. This Detachment and its predecessor were brought into Iran under the terms of an agreement between the U.S. Army and the Imperial Iranian Army signed on February 10, 1955. The purpose of this agreement was to undertake a joint program of mapping in Iran; such a program has been underway for the past f years. The Embassy has now been informed by Lt. Colonel T. W. Whitchurch, commanding officer of the 6hth Engineer Battalion (Base Topographic) that, because progress of the joint mapping program was unsatisfactory, owing to limited number of U.S. Engineer personnel participating, it had been decide to deactivate the 329th Engineer Detachment and to replace it by the 6hth Engineer Battalion, with a strength of some 300 officers and EM. The Detachment has been deactivated and an advance element of the 6hth Engineer Battalion, approximately 50 officers and EM, is now in Iran, with componen in Tehran and in the provinces.

The Embassy has obtained from the officer commanding the detachment of the 6hth Engineer Battalion copies of the following documents: a)"Cooperati Arrangement Between the Imperial Iranian Army and the United States Army f the Accomplishment of Aerial Photography, Geodetic Control and Mapping of dated February 10, 1955 and signed by Lt. General Hedayat, then Chief of t Supreme Commander's Staff, IIA, and Major General John M. Willems, then Acting Assistant Chief of Staff, G-2, U.S. Army; b) an undated "Memorandum Understanding - Geodetic Control Work in Iran, between AMS USA and the Geographic Division, IIA", signed by Brigadier General Nowtash, IIA, and Colonel J. D. Abell, Army Map Service; c) a memorandum summarizing the neg tiations leading to the joint U.S. Army - Iranian Army undertaking and giv

SA:FEOulashin:mwb OFFICIAL USE ONLY

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ادامه
شماره
تاریخ
پیوست

وزارت امورخارجه

- ۲ -

چنین خدماتی داده شود بخاطر همکاری متقابل باطلاع مقامات مربوطه دولت ایالات متحده امریکا رسانیده خواهد شد "

۳ - درخصوص تاسیس قسمت دریائی هیئت نظامی ایالات متحده فعلا برطبق قانون استخدام مستشاران نظامی یك افسر نیروی دریائی ایالات متحده درایران مشغول خدمت است ودرصورت ضرورت میتوان درحدود قانون استخدام مستشاران نظامی وباستناد آن تعداد افسران نیروی دریائی را اضافه نمود محتاج بموافقت نامه دیگری نیست .

وزارت امورخارجه شاهنشاهی موقع را برای تجدید احترامات فائقه مغتنم میشمارد .

سفارتکبرای ایالات متحده امریکا - تهران

TIAS 6594

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a detailed chronology of the actions taken to activate this project. Copies of these three documents are enclosed with this despatch.

It will be noted that the "Cooperative Arrangement" does not specify the number of U.S. military personnel to be engaged in the undertaking, whereas paragraphs 4b (2) and (3) of the "Memorandum of Understanding" state that the U.S. Army will be responsible for "furnishing of the project engineers who will have full authority to direct the prosecution of the work" and for "furnishing 15 to 20 other American technicians as required." The document containing the chronology of the preliminary negotiations contains the notation (paragraph 5 (a)) that "on January 18, 1956 agreement was reached in Iran to allow some 30 personnel into Iran." There is no other record available here concerning the number of U.S. personnel to be sent to Iran for the joint mapping project. Lt. Colonel Whitchurch states that he is under orders to stage the 6hth Engineer Battalion (now completing a project in Libya)into Iran by increments, and that it is anticipated that the entire battalion will be here some time in May or June of 1962. He has no information concerning formal U.S.-Iranian arrangements for the acceptance in Iran of his unit, although he has confirmed that Major General Bohmig, Chief, Geographic Division, IIA, is aware of this plan and welcomes it.

Lt. Colonel Whitchurch recently called on the Ambassador and provided him with the substance of the information set forth above. He explained that all personnel of his unit would ostensibly be functioning in the capacity of advisors and would not wear insignia identifying them as members of a U.S. troop unit. He added that with the exception of some twelve families of personnel to be stationed in Tehran, there would be no dependents accompanying his unit. The Ambassador pointed out that an influx of three hundred additional U.S. military personnel in Iran could pose a considerable public relations problem and expressed the hope that careful screening and orientation of the 6hth Engineer Battalion's personnel could be carried out in advance of arrival here.

On September 16, Lt. Colonel Hubbard, Office of the Inspector General, U.S. Corps of Engineers, called on an Embassy officer, who observed to him that the plan to despatch the 6hth Engineer Battalion to Iran came as somewhat of a surprise to the Embassy. Lt. Colonel Hubbard undertook to inquire into coordination of this matter upon his return to Washington.

For the Ambassador:

Eric E. Oulashin
Special Assistant to the Ambassador
for MSP.

ENCLOSURES:
1. Memorandum on negotiations
2. Cooperative Arrangement
3. Memorandum of Understanding

Copies to: Amb; DCM; POL; Gen Hayden, Arc; Major Sherman, Gulf

(Translation)

To: The American Embassy

From: Fourth Political Division of the Ministry of Foreign Affairs

Note No. 4202

Date of Note: November 12, 1961

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and pursuant to the Note No. 1344 dated June 14, 1961 and with reference to the conference held in the presence of the representative of the Ministry of War and Mr. Oulashin, the First Secretary of the Embassy, it has the honor to state that according to the agreement by the Ministry of War:

1 - In case the military advisors personally sign the payroll, there will be no legal impediment to payment of the salary by the Iranian Government even though they should want to turn over all of their salary, after receipt of the payment, to the chief of the advisory mission and/or to the American Embassy, and/or they may sign the respective payroll and request that the payment be made by the Iranian authorities.

2 - Concerning Article 24 and the matter of the Naval Advisor, the agreement and arrangement previously made is to remain in force.

In view of the foregoing, it is requested that in case the above views are agreeable, the Ministry be kindly advised so that necessary action may be taken for payment of salaries of the respective officers and warrant officers as of the date of announcement of the agreement.

The Imperial Ministry avails itself of the opportunity to renew the expressions of its highest consideration.

اداره چهارم سیاسی

شماره ۴۲۰۲

تاریخ ۴۱/۸/۲۱

پیوست

وزارت امور خارجه

یادداشت

وزارت امورخارجه شاهنشاهی با اظهار تعارفات خود بسفارت کبرای کشورهای متحده امریکا پیرو یادداشت شماره ۱۳۴۴ مورخ ۱۳۴۰/۳/۲۴ و ملحق بمذاکراتیکه باحد ورنماینده وزارت جنگ وآقای اولاشین دبیر یکم آنسفارت کبری بعمل آمد احتراما اشعار میدارد که طبق موافقت وزارت جنگ

۱ ــ درصورتیکه مستشاران نظامی لیست حقوق را شخصا امضاء نمایند پرداخت حقوق ازطرف دولت ایران بآنها مانع قانونی نخواهد داشت ولوآنکه بخواهند تمام حقوق خود را پس از دریافت برئیس هیئت مستشاری ویا سفارت کبرای کشورهای متحده امریکا تفویض نمایند ویا آنکه لیست مربوطه را امضاء نموده وتقاضا کنند این پرداخت بوسیله مقامات ایرانی انجام شود .

۲ ــ درخصوص ماده ۲۴ وموضوع مستشار دریائی توافق وترتیب قبلی بقوت خود باقی بماند .

سفارت کبرای کشورهای متحده امریکا ــ تهران

اداره

شماره

تاریخ

پیوست

وزارت امورخارجه

ــ ۲ ــ

بنا بمراتب فوق خواهشمند است چنانچه بانظرات فوق موافقت حاصل است اعلام فرمایند تا ازتاریخ اعلام موافقت دریرداخت حقوق افسران ودرجه داران مورد نظراقدام لازم بعمل آید .

وزارت امورخارجه شاهنشاهی موقع را برای تجدید احترامات بسفارت کبرای کشورهای متحده امریکا مغتنم میشمارد .

TIAS 6594

EMBASSY OF THE
UNITED STATES OF AMERICA

13 SEP 1961

TEHRAN

TRANSLATION

Translated by: HAdle/cf

Date of Note: Dec. 31, 1960
Received: Jan. 11, 1961
Translated: September 20, 1961

From: Passport & Visa Section MINISTRY OF FOREIGN AFFAIRS

Number: 12/18284

N O T E

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and HAS the honor to state that it has been noticed that same individuals holding Service passports who have no assignment with the Imperial Government refer to the Foreign Ministry for registration of their passports and obtaining identity cards and visas, while according to the regulations, the Foreign Ministry issues identity cards, exit and entry visas to holders of Special passports who have official assignment by their sovereign Government at the Imperial Government. Other holders of Service, official and Special passports should refer to the Police Department for obtaining residence permit and exit visas.

It is requested that holders of Service passports be duly informed.

The Ministry of Foreign Affairs avails itself of this opportunity to renew the expression of its highest consideration.

	Action	Infor	INT.
WRJ			
GM			
FT			
LDW			
NG			

Embassy of the United States of America,

Tehran.

ادارهٔ گذرنامه وروادید
شماره ۱۲/۱۸۲۸٤
تاریخ ۳۹/۱۰/۱۰

وزارت امورخارجه

یادداشت

وزارت امورخارجه شاهنشاهی بااظهارتعارفات خود احتراما اشعارمیدارد
بطوریکه مشاهده میشودعده‌ای ازدارندگان گذرنامه خدمت کهمأموریتی نزد دولت
شاهنشاهی ندارند برای ثبت گذرنامه ودریافت ورقه هویت وروادید بوزارت امورخارجه
مراجعه مینمایند حال آنکه طبق مقررات ازطرف وزارت امورخارجه فقط جهت دارندگان
گذرنامه خدمت که ازطرف دولت متبوع خود نزد دولت شاهنشاهی مأموریت رسمی داشته
باشند ورقه هویت وروادید خروج ومراجعت صادرمیگردد وسایردارندگان گذرنامه‌های
خدمت ورسمی ومخصوص باید برای دریافت پروانه اقامت وروادید خروج بشهربانی کل کشور
مراجعه نمایند .
خواهشمند است دستورفرمایند مراتب باستحضاردارندگان گذرنامه خدمت رسانده شود .
موقع رابرای تجدید احترام مغتنم میشمارد .

سفارت کبرای ایالات متحده امریکا

EMBASSY OF THE UNITED STATES OF AMERICA

23 SEP 1961

TRANSLATION

Translated by: HAdle/cf

Date of Note: Sept. 17, 1961
Received:
Translated: Sept. 20, 1961

From: Passport & Visa Section - MINISTRY OF FOREIGN AFFAIRS

N O T E

Number: 12/18284

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to state that the validity period of the U. S. Special (official) passports when registered is being increased from one to two years as registered by the Embassy. Hereafter all Service passports which will be submitted to the Ministry of Foreign Affairs for registration or extension of registration will have sojourn permit for two years.

It is requested that in case of change of assignment or termination of services of those whose passports (in view of sojourn) are still valid, be so arranged that request for exit visa, together with request for cancellation of sojourn permit be made at the same time.

Meanwhile, in pursuance to the note No. 12/18284, dated December 31, 1960, it is requested that necessary instruction be issued to the appropriate office of Embassy to submit only special (official) passports to the Passport & Visa Section of the Ministry of Foreign Affairs for registration and or extension of registration, because, according to the law every action taken in regard with Service (Regular) passports is within the jurisdiction of the Passport Section of the Police Department.

The Ministry avails itself of this opportunity to renew the assurance of its highest consideration.

Embassy of the United States of America,
Tehran.

ROUTING

	Action	Infor	INT.
WRJ			
GM			
FT			
LBW			
NG			

RECEIVED
SECTION

اداره گذرنامه ورواديد

شماره ۱۲/۱۸۲۰۲

تاریخ ۴۰/۶/۲۶

پیوست ندارد

وزارت امورخارجه

یادداشت

وزارت امورخارجه شاهنشاهی بااظهارتعارفات خود بسفارتکبرای امریکادرتهران احتراماا شعارمیدارد • مدت ثبت اقامت گذرنامه‌های خدمت امریکائی همانطورکه ازطرف آن سفارتکبری تقاضا شده بود ازیکسال بدوسال تبدیل گردید وازاین پس کلیه گذرنامه‌های خدمت که برای ثبت وتمدید ثبت اقامت بوزارت امور خارجه ارسال میشود اجازه اقامت دوساله خواهند داشت •

خواهشمند است درصورت پایان مأموریت ویاخاتمه خدمت کسانیکه گذرنامه‌های آنان ازنظراقامت دارای اعتباراست هنگام تقاضای روادیدخروج دستورفرمایند تقاضای لغواجازه اقامت آنان نیزبعمل آید ضمنادرتعقیب یادداشت شماره ۱۲/۱۸۲۸٤ مورخ ۱۰/ ۱۰/ ۳۹ خواهشمند است دستورفرمائید فقط گذرنامه‌های خدمت رابرای ثبت وتمدید ثبت باداره گذرنامه ورواديد وزارت امورخارجه ارسال دارند چون طبق قانون هراقدامی که برروی گذرنامه‌های عادی صورت گیرد درصلاحیت اداره گذرنامه شهربانی کل کشوراست •

موقع رابرای تجدید احترام مغتنم میشمارد •

سفارت کبرای امریکا ــ تهران

MINISTÈRE DES AFFAIRES ÉTRANGÈRES IRAN

C
O
P
Y

MEMORANDUM OF LAW

21 October 1963

Question: Is the Agreement between the United States of America and Iran in regard to the Military Mission to Iran in effect?

Discussion: Article 3 of the basic Agreement provides that if the Government of Iran desires that the services of the Mission be extended beyond the stipulated time, it should make a written proposal to that effect prior to September 21, 1948. The United States agrees to act (underscoring supplied) upon such proposal prior to December 21, 1948. Although no record exists in this office, it is assumed that such proposals have been made in the past and accordingly, acted upon by the United States.

The meaning of the term "act upon" is ambiguous, but very probably it means in this instance to either ratify or formalize the Agreement or to take positive disaffirmation action.

It is my opinion that the Treaty is in force and that it has been in effect since its initial formalization, regardless of the subsequent lack of attendant formalities.

This opinion is based on the following rationale:

Treaties are primarily consensual, i.e., they are in effect because the two contracting parties desire that they be in effect, regardless of formalities. For example: This treaty provides for termination in one of several ways, including a withdrawal of the Mission by the United States. It is significant that the United States has not taken any of these positive steps to disaffirm their position in this country. Further, there has been a statement by the Government of Iran that it is extending the terms of the Agreement through March, 1964. Although there has been no formalization or written acceptance of a continuation of the treaty by the United States, our continued presence here is an implied ratification with the terms of the treaty remaining in force as they were originally written. Further, even if we assume for the sake of argument that the termination of the treaty was self-executory, it may be said to have been reinstated by consent of the parties. This process is known in international law as redintegration. This process is usually invoked where treaties have been cancelled through the outbreak of war and where the parties wish to reinstitute the acceptable provisions of the previous treaties. While this is

not the instant case, I believe the principle is applicable by analogy. You will note that the primary factor is the mutual consent of the contracting parties and not the formalization of the treaty itself. (See Oppenheim's International Law, 1955 Edition, Page 950.)

No. 476

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to inquire of the Ministry regarding any changes in the present registration procedures for United States citizens, particularly those under contract to United States government agencies and bearing regular (non-official) passports. Also the Embassy will appreciate the Ministry's instruction regarding changes, if any, in the registration procedure for (1) third country nationals employed by United States Government agencies , and (2) dependents of United States citizens.

The Embassy avails itself of this opportunity to renew to the Imperial Ministry the assurances of its highest consideration.

Embassy of the United States of America,

Tehran, April 9, 1964.

UNCLASSIFIED
TRANSLATION

From: Ministry of Foreign Affairs, Passport and Visa Unit
No. of Note: 2863/12/2082
Date of Note: April 29, 1964

Note

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to Embassy Note number 476 dated April 9, 1964 regarding the registration of US passports and alien contractors connected with US Military Mission in Iran and no changes have been made to the status of registration of passports and according to Imperial Iranian Government regulations, diplomatic and official passports will be registered at the Foreign Office as before and the ordinary passports will be refered to Central Police Administration . However, the necessary facilities will be rendered after the arrival of Embassy's Note.

The Imperial Ministry avails itself of this opportunity to renew the assurances of its highest consideration. 4-30-64

SEAL

Embassy of the United States of America , Tehran

Economic Treaty Dec. 21, 61 covers US AID Note 396 of Sept. 19, 1956 requests change to cover "Mil. Construction Agreements" Resulting treaty needed to prove case of Gulf District, etc.

Temporary reg.!

گذرنامه ورود به

۲۸۶۳ / ۱۲ / ۲۰۸۲
۱۳۴۳ / ۱۲ / ۹

وزارت امورخارجه

یادداشت

وزارت امورخارجه شاهنشاهی ایران تعارفات خود را بسفارت کبرای امریکا در طهران اظهار و
لف به یادداشت شماره ۴۷۶ مورخ ۹ آوریل ۶۴ راجع به ثبت گذرنامه های اتباع امریکا و پیمانکاران
ارجی وابسته به هیئت نظامی امریکا در ایران احتراما" اشعار میدارد که هیچگونه تغییری در
هیت ثبت گذرنامه های مزبور بعمل نیآمده است وطبق مقررات دولت شاهنشاهی گذرنامه های
یاسی وخدمت در وزارت امورخارجه ثبت ومورد اقدام قرار گرفته وکارهای مربوط به گذرنامه های عادی
شهربانی کل کشور ارجاع میگردد بدیهی است در هرمورد پس از وصول یادداشت آن سفارت کبری
سهیلات لازم معمول خواهد گردید .

ع را برای تجدید احترامات فائقه مغتنم میشمارد .

فارت کبرای امریکا ـ تهران

MEMORANDUM OF CONVERSATION

PLACE : Ministry of Foreign Affairs, Office of Director, Passport Division

TIME : May 14, 1964

PARTICIPANTS: Director Abdol-Hossein Ashtiani, his Assistant Sadegi, Consul Bolster

When Mr. Ashtiani got around to asking me what business I had, I explained that I had come to request action in registering the passports of Americans and third country nationals which have been in the Foreign Ministry for several months. Most of the people concerned work for Gulf District Engineers directly or as sub-contractors, so I referred Ashtiani and Sadegi to the Military Construction arrangements as contained in the Embassy's note 396 of September 19, 1956, asking that the passports be registered by the Foreign Ministry as had previously been the practice. They explained that service passports of Americans, or passports of third country nationals, would have to be registered by the Police. I referred them to Ministry of Foreign Affairs note 476 dated April 9, 1964 which stated there had been "no changes" in the registration procedures, adding that there apparently had been a change. Ashtiani agreed that the April 9 note was contradictory. Ashtiani himself suggested that the passports on hand (which had meanwhile been brought in front of us by Sadegi) could be temporarily registered until the matter was resolved, and I readily agreed. Sadegi was not in favor of this move, and suggested that the passports be sent to the Police for action. He said he had contacted the Police, but thematter of registration was brought up and the Police had not agreed to accept the passports without further documentation. Neither official was able to produce a document showing that the Iranian Government had accepted (or rejected) the "Military Construction Agreements", and they asked me to write a note giving proof of Iranian acceptance. I replied that I would be happy to do so, but that some interim method of registering the passports would be appreciated so that they could be returned to their owners. Sadegi said he would explore such a possibility with the Police. (I had the impression when I left that nothing would be done until I wrote the requested note.)

No.530

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to refer to the Imperial Ministry's Note 2843/12/2082 dated April 29, 1964 regarding the registration of regular passports of United States and third-country contractors, subcontractors, civilian employees, and their dependents connected with the Gulf District, Corps of Engineers.

As the Ministry is aware, registration of such passports has been accomplished since 1956 through the Ministry in accordance with the terms of the Military Construction Arrangement which was approved and accepted by the Imperial Ministry of Foreign Affairs in its Note No. 5142 of September 19, 1956.

Section four of the above agreement reads as follows:

" The District Engineer shall have the right to select and engage such corporations, companies, partnerships, or individuals (hereinafter referred to as "Contractors") as he may deem appropriate for the purpose of carrying out his functions as contemplated by these Arrangements. Such of these Contractors (and their Subcontractors) as are non-Iranian and are "imported" into Iran by the District Engineer for the performance of work under these Arrangements, shall not be required to pay license or registration fees to work in Iran, or to maintain a resident representative after completion of their contract. The Government of Iran will receive, without regard to nationality, persons of other than Iranian nationality imported by the District Engineer, or with his consent by his Contractors or their Subcontractors, for the performance of work under these Arrangements. Any fee or charge shall be borne by the

/Government

Government of Iran for the entry or exit of such imported persons or for quarantine, work permits or residence permits. Visas will be given automatically by the Foreign Ministry on receipt from the Ministry of War of lists of such persons which the latter shall forward upon their receipt from the District Engineer."

Section six of the above-mentioned Military Construction Arrangements states:

" The District Engineer and his employees including their dependents, will be accorded the same privileges as those accorded to other technical personnel of the Government of the United States whom the Government of Iran receives under Paragraph 7 of the Mutual Defense Assistance Agreement of May 23, 1950."

In its Note of April 29, 1964, the Ministry has stated that no changes are contemplated in the passport registration procedure, but at the same time, the passports in question shall henceforth be referred to the Central Police for registration.

In accordance with the cited excerpts from the Military Construction Agreement of 1956, the Embassy has the honor to suggest that it would be appropriate that passports of United States and third-country contractors, subcontractors, civilian employees, and their dependents, be registered by the Imperial Ministry of Foreign Affairs as has been the case in the past.

The Embassy avails itself of this opportunity to renew to the Imperial Ministry the assurances of its highest consideration.

Embassy of the United States of America,

Tehran, May 18, 1964.

AMBolster:ag

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. S. Rockwell

DATE: May 18, 1964

FROM : Donald A. Lewis

SUBJECT: REGISTRATION OF US AND THIRD COUNTRY CONTRACT EMPLOYEES OF GULF DISTRICT.

FONOFF has suggested from time to time that it would like to have us register the passports of subject persons directly with the police, rather than thru FONOFF as at present. Such change would presumably mean these contract employees and their dependents would have to obtain residence and work permits and would also be liable for income taxes and perhaps other obligations.

I made formal inquiry of FONOFF in the matter and received an ambiguous reply stating (1) no change in the present system would be made, and (2) subject passports should henceforth be referred to the police authorities for registration.

This issue needs clarifying. Attached Note is suggested.

Enc.: Note

CONS: DALewis: ss

UNCLASSIFIED

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. Rockwell - DCM

DATE: June 13 1964

FROM : Mr. Lewis

SUBJECT: PASSPORT SERVICES FROM FONOFF

We have been experiencing frustrating delays in obtaining the new FONOFF registration cards for US official passport holders. The FONOFF also continues to resist in registering third country nationals on contract to US/AID and Gulf District affiliates. The long delays in getting passports returned cause repeated crises for persons wishing to travel, particularly in emergency cases. A lot of extra work and inconvenience results when documents are mislaid in the FONOFF.

Two Notes (May 18 and May 20) have been sent relating to the problem and remain unanswered. Copies are attached.

Do you think it would help if you mentioned the matter at some higher level?

Encls:

Mr Rockwell called on June 24 to say that Mrs Fendeschi of the Foreign ministry had given orders that all passports now in the FO. ministry be registered there and returned to the Embassy. M. F. is Political Director general.

UNCLASSIFIED

FILE

Translation

MINISTRY OF FOREIGN AFFIARS

No. 6758/12/9855
16/4/43 (7/7/64)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to Note No. 530 dated May 18, 1964 regarding the registration of regular American passports.

As it was previously advised in Note No. 2082/12/2863, dated 9/2/43, there has been no changes in the procedure and that appropriate and necessary action will be taken in each case immediately on the receipt of the Embassy Note.

The Foreign Ministry avails itself of this opportunity to renew to the Embassy the assurances of its highest consideration.

وزارت امورخارجه

شماره ۹۸۵۵/۱۲/۶۷۵۸
تاریخ ۱۳۴۳/۴/۱۶

یادداشت

وزارت امورخارجه شاهنشاهی بااظهارتعارفات خود بسفارتکبرای ایالات متحده امریکااحترا
عطف به یادداشت شماره ۵۳۰ مورخ ۱۸ مه ۶۴ راجع به ثبت گذرنامه های امریکائی اشعا
میدارد همانطورکه طی یادداشت شماره ۲۰۸۲/۱۲/۲۸۶۳ مورخ ۹/۲/۴۳ باستحض
آن سفارت کبری رسید درماهیت امرتغییری حاصل نگردیده وکمافی السابق درهرمورد
محض وصول یادداشت آن سفارت کبری اقدام مقتضی معمول خواهدگردید .
موقع رابرای تجدید احترامات فائقه مغتنم بشمارد .

سفارت کبرای ایالات متحده امریکا ـ تهران